



APOPKA CITY COUNCIL AGENDA

May 1, 2024 1:30 PM

Apopka City Hall Council Chambers

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

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

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF MINUTES

1. Regular Council Meeting Minutes of April 17, 2024.

AGENDA REVIEW

FIRE NEGOTIATIONS EXECUTIVE SESSION

Closed and confidential pursuant to Section 447.605, Florida Statutes

PROCLAMATION

1. International Firefighters' Day
Presented by: Mayor Nelson

PRESENTATION

1. Golden Gem Reclaimed Water Storage Pond - Repair Update
Presented by: Deodat Budhu, Public Services Director and Devo Seereeram, PhD, P.E. of Devo Engineering, Subconsultant for Inwood Consulting Engineers

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 presentation of service weapon to a retiring member of the police department.
2. Authorize one year renewal of Athletic Facility Rental Agreement with Central Florida Soccer Club, Inc.
3. Authorize the execution of piggyback contracts for the assigned terms: United Rentals, Inc., W.W. Grainger, Inc., and United Data Technologies, Inc.

4. Award a contract for ITB 2024-A-28: Camp Wewa Wastewater Service Extension to Cathcart Construction Company.
5. City of Apopka FY2024 Budget-to-Actual Report for the Six Months Ending March 31, 2024

BUSINESS (Action Item)

1. Introduction and appointment of the City Administrator Mr. Jacob Smith.

Presented by: Joseph Patton, Human Resources Director
2. Crossroads at Kelly Park, Phases 1-2, 1-3 and 2 - Plat
Owner(s): Kelly Park Land Investments, LLC & Galvin Land Services LLC
Applicant(s): Poulos & Bennett, LLC c/o Melissa Martinez
Location: 4510 Ondich Road
Tract Size: 150.19 +/- acres
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner
3. Land Purchase - South of Boy Scout Road for SR 429 Access Ramp project

Presented by: James Hitt, Community Development Director
4. Joint Use Agreement between the City of Apopka and the School Board of Orange County, FL

Presented by: Radley Williams, Recreation Director

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 3049 - First Reading - Annexation - Page properties
Owner(s): James H. Page Life Estate and Annette H. Page Trust
Applicant(s): Jim Hall
Location: North of W. Keene Road, and west and east of Marden Road
Project: Page Properties Annexation
Density: N/A
Project Manager: Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager

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 April 17, 2024 at 7:00 PM, in the City of Apopka Council Chambers.

Present:

- Mayor Bryan Nelson
- Commissioner Diane Velazquez
- Commissioner Nick Nesta
- Commissioner Alexander Smith
- 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: The Ford Mustang is officially unveiled by Henry Ford II at the World's Fair in Flushing Meadows, New York, on April 17, 1964. Named for a World War II fighter plane, the Mustang was one of the first vehicles that came to be known as a "pony car." Ford sold more than 400,000 Mustangs within its first year of production, far exceeding sales expectations. The Mustang was conceived as a "working man's Thunderbird," according to Ford and carried a starting price tag of around \$2,300.

APPROVAL OF MINUTES

1. Approval of Regular City Council Meeting Minutes of April 3, 2024.
 - a. **Mayor Nelson** asked if anyone had any questions about the minutes.
 - b. Hearing no further questions or comments, he asked for a motion to approve the April 3, 2024 minutes.
 - c. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta** to approve the April 3, 2024 minutes.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, & Smith voting aye.

AGENDA REVIEW

PROCLAMATION

1. Denim Day Proclamation
Presented by: Mayor Nelson

Louie Domyonie, Executive Director Victim Service Center of Central Florida, said we have been providing help and healing to victims for 25 consecutive years. We operate a 24-hour helpline, staffed with trauma informed counselors and we provide in person crisis intervention services, advocacy therapy and prevention education. We are the only rape

crisis center in all of Central Florida and we provide emergency services 24/7. This past year we provided 354 sexual assault exams to people in crisis. We've answered over 2200 helpline calls and we conducted over 3200 therapy sessions for the second time. All together we have helped over 9000 individuals across our community. We need to get those numbers down and the way to do that is through awareness. This month, the month of April is sexual assault awareness month. For about 10 years now we do what we call Denim Day always happens on the last Wednesday in April and every year we try to engage all our local governments. All of our local governments are supporting us and we have hundreds of businesses that are joining on board. This year Denim Day is on April 24th. What we want you to do is wear denim, take a picture, post it, use the hashtag Denim Day and tag us.

Mayor Nelson said thank you for what you and your team do. Let me read the proclamation. Whereas the month of April is National Sexual Assault Awareness month calling attention to the fact that sexual assault and harassment is widespread and harms our community. Whereas the shocking reality is that 1 in 4 women and 1 in 26 men will be sexually assaulted during their lifetime. Whereas the Denim Day movement started in 1999 as a grassroots protest against an absurd controversial Italian Supreme Court decision in which a sexual assault conviction was overturned because the victim was wearing tight jeans at a time of her attack. Whereas Denim Day is the longest running sexual violence prevention and education campaign in history which seeks to rid the world of erroneous and destructive attitudes about sexual assault and bring about the real justice and support for survivors. Whereas Denim Day encourages everyone to make a social statement by wearing jeans on this day as a visible means of protest against the misconceptions that surround sexual violence and to speak up when they hear comments that blame victims or make light of sexual harassment or assault. Whereas together we can change how people think and talk about this kind of violence and create a culture of respect, equality, and safety for our entire community. Whereas the City of Apopka strongly supports the Victim Service Center of Central Florida and their efforts in their efforts to prevent the traumatizing effects of sexual violence and help heal those that have been impacted. Now therefore I, Bryan Nelson, Mayor of the City of Apopka, do hereby proclaim Wednesday, April 24th, 2024 as Denim Day.

2. Autism Acceptance Month Proclamation
Presented by: Mayor Nelson

Mayor Nelson said next up we have a presentation on the Autism Acceptance Month Proclamation. It takes on a whole new meaning because of what our Police Department and Officer Sosa has done to get this to the forefront and make some needed changes within the department so that we know how to handle someone as they deal with them at their front steps or their car. We appreciate you and the Chief McKinley on all that you've done to make this an issue right at the top of your programming. Now I will read the proclamation. Whereas Autism Spectrum Disorder (ASD) or Autism, is a neurological and development disorder that develops in early childhood but progresses through a person's lifetime. Autism presents itself with a wide range of symptoms which is why it is considered a spectrum and widely varies from one person to another. Whereas according to the Centers for Disease Control CDC, Autism affects an estimated 1 in 36 children and 1 in 45 adults in

the United States today. People with Autism may have difficulty communicating and interacting with others. Those with Autism may have delayed language, may have restricted and repetitive behavior. Whereas Autism impacts a person's communication, interactions with others and how they learn. Common symptoms that transcend the four categories are repetitive behaviors, avoidance of eye contact, change in voice, anxiety, learning disabilities, sensitivity to sound, and social interaction. Whereas on average Autism is diagnosed around the age of 5 in the US with signs appearing by age 2 or 3. Whereas early diagnosis can make a big difference and access to diagnosis and services that can help autistic people of all ages thrive. Whereas April is Autism Acceptance Month and whereas the City of Apopka, the Apopka Police Department recently implemented the APD Special Needs Registry Program to serve people with disabilities including individuals with Autism. APD will maintain a database to notify officers during calls for service in someone at the residence or location has a disability. In addition, families can place a decal on their vehicle and or their residence which provides identification of a disability to police in order to respond properly. This registry allows our police department to provide a safe community and reduce miscommunication during emergency calls for service. Now therefore I Bryan Nelson, Mayor of City of Apopka do hereby proclaim April 24th as Autism Acceptance Month in the City of Apopka.

Officer Sosa came up and spoke on behalf of the Special Needs Registry Program that he worked on with the Chief of Police and gave thanks to the Council for their support. Gave the status of the program, website and materials are up and running and ready to help the community.

PRESENTATION

1. Finance's Checks Process

Presented by: Blanche Sherman, Finance Director

Blanche Sherman, Finance Director said at the last council meeting the Mayor asked that I come back and share and provide an overview flow chart of the City's check processing. To start our process, it starts with the purchasing process. You have to complete that process and then issue a PO, purchase order. Level 1 of the purchasing process allows for purchases under 5000 dollars with a verbal quote and proof of cost. Level 2 for purchases between 5000 – 14999 dollars requires two written quotes. Level 3 for 15000 – 49999 dollars requires three written quotes. 50000 dollars and above requires a form of solicitation and of course council approval as well. Once that process is completed, the department can submit the work to be done and after those services are completed we are invoiced for those services. Here's the process. They make the purchases then when the department director gets the invoice they review it and approve the invoice. Then they send that to accounts payable. The PO, the approved invoice, the delivery receipt because we have to have documentation that the services have been provided, or the goods have been received in acceptable form. That goes to accounts payable then accounts payable reviews all of that information, the invoice and delivery receipt for accuracy and approval. If its approved accounts payable enters it into Edmunds for the check run. If its not approved we notify the department for corrections and we come back through that process. If its approved on that Wednesday close of business is our deadline for any new invoices to be received and processed for that weekly check run. Moving forward the accounts payable

will entered any last-minute invoices because this does happen and the data received on that Thursday. Again, we will review the PO using the listing and verifying against the invoices another check goes on right there, then accounts payable sends the PO list to the payroll and accounts payable manager to review. If she doesn't find any errors you would continue on with the accounts payable process to print the checks if there's errors it goes back through the process again to correct those errors. Moving forward without any errors the accounts payable makes the check with the backup they match the check with the backup then they give that back to the payroll and accounts payable manager for a review and final approval. We can proceed without any errors on that, the payroll and accounts payable manager checks the backup like I said here review and approve it, going forward then she gives the checks back to the accounts payable specialists for mailing purposes. Then the checks are taken over to City Hall for mailing. There's a lot of checks and balances. A lot of steps that we go through and a lot of review and oversight. We wanted to share that information so if you have any questions please let me know.

2. Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2023 from Mauldin and Jenkins, LLC.

Presented by: Blanche Sherman, Finance Director & Daniel Anderson

Daniel Anderson, Partner with Mauldin and Jenkins, will be presenting the annual audit results. Daniel Anderson said Mauldin and Jenkins who had overall responsibility for the City's 2023 Fiscal Year End Audit and I have a presentation. I am happy to be here in the middle of April. I know that last several years its been July and August that this presentation has been done. I went back 6 years and this beats the most timely completion of the audit by about 2 and half months so that is certainly a testament to Blanche and her team for the extreme effort, really starting back in mid-September when we started planning the audit process all the way through the beginning of April. His presentation was brief and he provided information about Mauldin and Jenkins, audit opinions, and the annual comprehensive financial report. He went through the required communications under government auditing standards and then answered any questions or comments that anyone had. The council had documents before them which were the Annual Comprehensive Financial Report, a document referred to as the auditor's discussion and analysis which provides all the required communications that were discussed along with addition information for the board to read, and the standalone financial statements for the CRA. Florida Statutes require any community redevelopment agencies that had revenues or expenditures in excess of 100,000 dollars to issue a standalone audit so that's the third document that you have.

Mayor Nelson said any questions for Daniel? Response: None. **Mayor Nelson** said no questions.

Mayor Nelson said I have a couple of things. When was the last time you talked to me about the audit?

Daniel Anderson said it was probably when we started in the planning phase back in August / September.

Mayor Nelson said have you ever donated any money to campaigns with anybody on this dais?

Daniel Anderson said no sir.

Mayor Nelson said no other questions Daniel. Thank you.

PUBLIC COMMENT

Rod Olsen, 3156 Rolling Hills Lane Apopka, spoke about the City's Fleet Maintenance department and gave them credit for working hard and doing a great job. Spoke out the Fields at the Northwest Recreations fields. He also spoke about residents not keeping their K9s on leashes, under control and keeping them out of areas where they do not belong or are prohibited.

Caitlin Kasheta, spoke about the art event, Art on Main Street that took place on April 6th. She spoke about the event, provided a small clip of the event and the success the event had within the City. She encouraged everyone to follow on facebook and visit their website at MainStreetApopka.com.

Commissioner Nesta, said thank you for making that day happen it was so fun and the whole day was absolutely incredible. You are really redefining how we experience our city and I'm thankful for your group for that. Thank you.

Commissioner Velazquez said we enjoyed it.

Sylvester Hall, 3091 Rolling Hills Lane Apopka, said we normalize the abnormal, we desensitize the truth and I need to add to that that sometimes we don't even want to hear the truth or the truth doesn't matter. He then presented his presentation and spoke about accountability and honesty in the city.

Albert McKimmie, 3603 Golden Gem Road, spoke about public records request that he has made and to several different departments. He said he was there tonight to ask the Commissioners support the request for an emergency resolution to pay the residents in the city to have independent water analysis done on their wells. Spoke about a massive spill of non-potable water from its retention ponds on Golden Gem Road which were designed to hold 350 million gallons of water. The ponds are now virtually empty. He feels the egress of water from the ponds was not reported and is a threat to the health and safety of the residents surrounding this area.

Mike Duran, said he was there to clear up some things. Spoke about the death of his son and the lawsuit against the city. He advised that they dropped their lawsuit against the city. Their goal was the initiate change within the fire department for the better so that no one would lose their family member like they did their son and they have seen change for the better.

Mary Buschmann, Hawthorne Oaks, spoke about her subdivision Hawthorne Oaks and concerns. She advised that at the front of her neighborhood the drain is collapsing. Public works department has been made aware. This is an ongoing issue, and there's no timeline as to when it will be repaired. In addition, she advised there is a retention pond at the front of the neighborhood and it seems that with the construction of the new carwash water has been filling their pond. It is higher than it normally is, trees that are on the bank of the pond

are now submerged into the water. That is a big concern for the residents. They do not know if the water is being drained from the carwash, but they want to know if it is and if there's a remedy for it. She also spoke about the contracted fiber optic companies running the fiber optic lines are destroying the resident's yards and property and are not repairing the damages or replacing the grass.

Mayor Nelson said we have your information correct? You've sent us an email? Okay. Deo is not here.

Mary Buschmann said there is another company coming out so that will be three companies.

Mayor Nelson said there's four.

Commissioner Nesta said what's your HOA's name again?

Mayor Nelson said Hawthorne Oaks.

Stacia Carter, Pines of Wekiva Subdivision, spoke about her subdivision being damaged by fiber optic companies running the fiber optic lines and digging up their lawns, streets and common areas. Issues began back in December due to markings on the street and several flags located in the grassy areas.

Mayor Nelson said Cliff do you want to weigh in on this, it is a mess.

Attorney Shepard said the utilities have lots of rights and we do not have as many. What we have is the ability to call people and fuss with them and try to get them to cooperate and sometimes that works and sometimes that doesn't. I'd be happy to reach out to them and fuss at them. I am happy to give you my contact information.

Mayor Nelson said Rob can you look into getting the names of the four companies names and contact and put something on the website so that if residents have an issue they can contact the supervisor in charge for each company.

Ace Woodham, spoke about the residents on welch road getting the sewer system. Spoke about Austin Duran and concerns with the fire department heads. Expressed his concerns in the VFW contract etc.

CONSENT (Action Item)

1. Execute Release of Code Enforcement Lien for 1225 Himalayan Court.
2. Authorize the Mayor to sign an agreement with the Orange County Sheriff's Office (OCSO) to accept / receive future Urban Area Security Initiative (UASI) funding.
3. Authorize the execution of a contract under the assigned terms for account services with Karen Dunn, Certified Public Accountant.
4. Authorize the execution of piggyback contracts under the assigned terms: Condor Construction Corp., Firesled Fitness and Training, Inc., Southern Hydraulics, LLC, Prime Electrical Services, Inc., nMomentum Corporation.

5. City of Apopka FY2024 Budget-to-Actual Report for the Five Months Ending February 29, 2024.
6. Accept the disbursement report for March 2024.
 - a) **Mayor Nelson** asked if anyone had any questions about any items on the Consent Agenda items.
 - b) Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the Six (6) consent agendas.
 - c) **Motion by Commissioner Velazquez** and seconded by **Commissioner Smith** to approve the Six (6) consent agenda items.
 - d) **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, & Smith voting aye.

BUSINESS (ACTION ITEMS)

1. Approve an easement agreement with Duke Energy Florida, LLC at City property located at 2139 Harmon Road, Apopka FL 32703 to install temporary power service.
Presented by: Radley Williams, Recreation Director

Radley Williams, Recreation Director said I'm here for approval on an easement agreement with Duke Energy. We need temporary power installed at the location, the city property where the fire station 6 fire truck is going to be located while the station is being constructed. This is a simple easement agreement for Duke Energy to come onto the property, install the overhead line for that service to plug the truck into.

- 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 easement agreement with Duke Energy Florida, LLC.
 - c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta** to approve the easement agreement with Duke Energy Florida, LLC.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, & Smith voting aye.
2. Authorize the execution of the Recreation Facility Use Agreement with the Veterans of Foreign Wars, Post 10147
Presented by: Radley Williams, Recreation Director

Radley Williams, Recreation Director said after last council meeting I met with the VFW Commander and leadership staff to discuss the items that we discussed at the council meeting. Out of those we discussed the additional dates for the BINGO and actually they are looking at a BUNCO fundraiser as well so we added in the 24 dates for that. We added that those would be Monday through Thursday dates for those types of fundraisers. We updated Exhibit B. In regards to compensation, we changed it to 20 dollars an hour for rental use of the VFW tables and chairs and 20 dollars an hour per rental for use of VFW kitchen equipment. Terms were also added for the VFW to provide their IRS Form 990 annually which is what they have to report as non-profit to the IRS with their tax return. VFW was agreeable to all the adjustments and Commander Anderson signed the agreement this morning. We are ready to proceed at the pleasure of the council.

Commissioner Nesta said the financial reporting requirements, is that on any of our other agreements with any other entity?

Radley Williams said I don't believe.

Sylvester Hall said in regards to the question Commissioner Nesta asked about the annual filing its not on other contracts so why is it on the VFW contract? Can we have that removed? If its not on any other contract we want to be consistent. These are the things I am talking about. Being fair, being consistent. We are here to serve everybody equally. So, for the record I ask for it to be taken off.

Commissioner Nesta said so that's why I asked. What is the reasoning for that?

Radley Williams said I believe part of the discussion is that the VFW is getting a great benefit out of the use of the building. To verify that the filings are happening as they should be. The form 990 is a public document.

Commissioner Nesta said so we already have access to it, so I wouldn't put it in the use agreement.

Radley Williams said its at the pleasure of the board.

Commissioner Nesta said I would move to....

Commissioner Velazquez said before you move to do that. When we asked when was the last time they filed it my understanding was that the last time it was on file was 2019. So, we don't have 20, 21, 22 or 23. Is that correct? Radley responded correct. So, the only other organization that is occupying or was occupying a city building is the chamber of commerce which has a lease. Do we have any other organizations that use our facilities?

Radley Williams said we a facility use agreement with Central Florida Soccer Club to use the fields. We have a lease with Orange Audubon Society for the birding park.

Commissioner Nesta said we are not auditors. Its not our job and we are not the governing entity to make sure that their filings are done. That's for the IRS to do, not our job. So, I would move to approve this but taking out that they have any type of financial reporting requirement within this agreement.

- 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 authorize the execution of the Recreation Facility Use Agreement with the Veterans of Foreign Wars, Post 10147.

- c. **Motion by Commissioner Nesta** and seconded by **Commissioner Velazquez** to authorize the execution of the Recreation Facility Use Agreement with the Veterans of Foreign Wars, Post 10147.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, & Smith voting aye.

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

1. Resolution No. 2024-08: Amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

Presented by: Blanche Sherman, Finance Director

Blanche Sherman, Finance Director said budget amendment in the amount of 277,931 dollars. I have four different items I will go over with you. The first item is insurance proceeds that we received from Police K9 Ted. He was injured in the line of duty and he was insured and we received 15,000 dollars and the Police Department would like to replace him. Also, we are asking for a head account increase for sanitization equipment operator. Due to the growth in sanitization there's a need for an additional sanitization equipment operator and so the cost reflected is just to continue going forward from here not the entire year for the fiscal year, its 40,931 dollars. I've always talked about a new system since I've been here. We want to begin that process in replacing that system. One of the main things that we need to do is document our system requirements to make sure we do this properly and get the system that we really need that can meet our needs. I'm asking for 70,000 dollars to be taken out of reserves to bring on a consultant that you just approved under the piggyback agreement so we can bring that replacement process of our financial system. The last item is that we are asking for 152,000 dollars out of reserves to cover the temporary move of fire station 6 from Advent Health Hospital property due to new construction. Again, that total is 277,931 dollars.

Commissioner Smith said where are we moving the fire department?

Mayor Nelson said Harmon Road. We own the property where the cell tower is we own the property across the street which backs right up to an apartment complex. We are going to have the firefighters staying in an apartment and they will go through their fence into where the fire truck / equipment will be. We are building a hanger and moving the awning that we already have.

Commissioner Nesta said to confirm we are still renting the trailer they're living in?

Mayor Nelson said we have the trailer rented until October 1st. Then the owner of the trailer will take it back.

Ace Woodham said how long have we had the money for fire station 6 in our account? Can Blanche answer that? You don't know? It's going to cost us 150,000 for a temporary move and we've had the money, we've had the land, and we haven't moved on building station 6 sooner?

- 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 Resolution No. 2024-08.

- c. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez** to approve Resolution No. 2024-08.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, & Smith voting aye.

CITY COUNCIL REPORTS

Commissioner Nesta said we spoke about the Chamber of Commerce building. Is there an update with that? Is it being used? When does the lease expire? What is going on with that building?

Radley Williams said I spoke with the Chamber earlier today for an update. As you know there was storm damage to that building. They had to file insurance claims to get that moving. They replaced the roof and then they had to do some remediation inside the building. That has all been completed. The last update today was that they are approximately 3 weeks away from hopefully beginning the interior renovation of the building. They have received bids and quotes to do that work and made a selection and will be starting that.

Commissioner Nesta said can you provide an update on the RFP on the soccer fields? What does that look like? A timeline.

Radley Williams said we have built out the scope for the bid that is going to go out for that. We are viewing that in the procurement division right now in finance. That is the first bid up on the list for the Parks and Rec Department and hoping to have that our here very shortly. At that point we will get the respondents back, make a selection, and move forward.

Commissioner Nesta said once its at an RFP its 30 days? 45 days?

Radley Williams said I believe and don't quote me but that project I think is a 30-day window. Then from there it will come back for a contract approval.

Commissioner Nesta said when can we expect to see ground movement?

Radley Williams said as soon as that contract is signed we will move as fast as possible. Also, to highlight that project in particular, as you know we have a phased approach for this for adding fields year after year as opposed to having to bid this project or a similar project out every year we have built the scope of the project to be a multi-year contract. It's a natural field installation contract so we can use that for multiple years and also multiple types of athletic fields.

Commissioner Nesta said so we will know upfront our end date of these fields being complete then?

Radley Williams said correct. We will have a contract signed and then it will still be year over year based on the budget but the procurement will be taken care of.

Commissioner Nesta said the Golden Gem issues. What is going on with the water there?

Mayor Nelson said its reclaimed water. I know we have it out to determine what it is, whether it's a legitimate sinkhole or a depression that formed in the bottom of the pond. Then we have to determine how to fix it. Hopefully we will have an idea in the next 30 to 60 days as to what the fix is for the pond.

Commissioner Nesta said is there requirements to report this to any governing bodies in any capacity?

Mayor Nelson said yes. It's been reported to DEP and to St. Johns.

Commissioner Nesta said I am going to be starting to do every other month a city property cleanup. The one that I did at Martin Street was really successful so we are going to start doing that. There is a lot of residents that want to get involved in that so we will start doing that more and more. Be on the lookout for that. I am going to start with fire stations up front and move from there. I have talked to Radley we are going to create a schedule and move forward with that do some other parks. Going onto the shade meeting for Union negotiations. It was requested and it was understood that you want to wait until Commissioner Elect Anderson is here?

Mayor Nelson said yes. I've talked to Jeffrey Mandell and we will have it I want to say on the 2nd or next council meeting day and he come here and will make it happen. Cliff are we good on being flexible as to when we are going in on the shade meeting?

Attorney Shepard said yes and because it's a labor shade meeting you have a lot of flexibility, notices etc.

Commissioner Nesta said why don't we do zoom like we did last time? Or the previous time to help expedite the process.

Mayor Nelson said she doesn't take office until the 30th.

Commissioner Nesta said Commissioner Elect Anderson would you be comfortable with us having meeting beforehand before you are actually seated? And then have another one after you're seated? We are going to have many more actually.

Commissioner Elect Anderson answered from the audience and remained seated, replied No.

Commissioner Nesta said the only downside to that other than the extensive delays that we've already been experiencing is that we have active negotiations going on in the surrounding cities. We are comparing all of our numbers to their old ones. Those are all going to be undated here soon. It only gets more expensive as we progress. The more delays we experience the more expensive this gets for my residents. That's fine as long as you guys know that these delays are costing more and more money. I was just shown that the City of Orlando opened up their contract for the police department and they just increased their pay for their police officers. Again, this is only going to get more expensive. It doesn't make sense why we need to continue to delay it.

Commissioner Velazquez said so are we having it on May 2nd.

Mayor Nelson said correction it will be May 1st, at our next commission meeting.

Commissioner Nesta said in reference to the forensic audit. I know you're asking for a scope. You want very specific items labeled. I have sent emails back and forth and I stated it in the minutes that we also approved earlier today that my presentation was a granular as I want to get. I think it needs to be a very wide cast net. That was the whole point of this that a 5 / 0 vote agreed to. I don't know to what you need my assistance on that level. It doesn't need to get more granular than that. I feel like the more specific we get the more we will miss.

Blanche Sherman said do you want me to disregard the comments from our previous Commissioner Becker?

Commissioner Nesta said no, don't disregard anybody's. His were also very broad as well. Sure, use that as a template of sorts but its not going to be the it only is this item. Again, it's a wide cast net.

Blanche Sherman said I will draft based on the information that I have and I will send it out to each of you to give a final review to let me know if that's how you want to proceed.

Commissioner Nesta said and Mayor I know you said you had other items that you wanted to add? I would love to hear those whenever you want to present them. We pay a Tiger Bay Club Membership fee is that for all the commission to go to and attend? What does that entail?

Mayor Nelson said that's my membership. I've served on the board as president of the Tiger Bay Club which is a political organization that we bring in both sides, Republicans and Democrats and we talk about issues. Matter of fact we have one coming up on May 2nd for legislative updates. I was in charge of selecting the speakers on our legislative panel. I was in charge of putting together the panel. It's a way for me to be able to network with other elected officials in Orange, Seminole, and Osceola counties.

Commissioner Nesta said what I think would be beneficial is that all the commissioners should be able to go to that as well. To fund that correctly and the commissioners to be able to network, get legislative updates and learn and grow in the same capacity. In May I am going to start doing office hours. It's going to be every Thursday, from 11:00 to 1:00pm here at City Hall. I will have 30-minute time slots for residents to come speak about whatever they would like to speak about on whatever topic. I will be that much more available to our residents starting in May. Spoke to the Chief of Police as well as Lt. Brick. I was at the Code Enforcement meeting yesterday and I go to every single one. I have only missed one. Not specifically to our fines, but our foreclosure policy and formalizing some type of policy that says once a residence or property hits a million dollars in fines and as long as its not a homestead property, it doesn't have any other liens or clouded title, then we start the foreclosure process and pretty much everything else will start as 1.5 million and again same requirements. I think formalizing that and I would like to hear from you all if you're open to that and having staff move forward with a formalized foreclosure process for Code Enforcement.

Commissioner Velazquez said that sound like a good idea because we have some properties that are up in the millions in liens.

Commissioner Nesta said it gives teeth to not only our department but to be able to get properties in compliance. It not a land grab, but once we formalize it and they know once that hits, once that dollar amount hits, then the foreclosure process starts. You can't just keep this going on and on. I get updates often and its varying properties and varying areas and very different amounts.

Commissioner Velazquez said I am looking at Chief McKinley. Do we have anything?

Chief McKinley said we have a process. In discussions with Commissioner Nesta, a lot of times its what are the violations? Some of them are public safety issues that we need to proceed with the attorney and move on. Some of them are not necessarily a risk to the community or public safety or anything else and those fines run and then may be put off to the side. If you want to determine a dollar amount that they automatically go to the foreclosure process, I think we currently have 15 or 20 with Mr. Shepard's office going through the process. Obviously, there's a fee that he is charging us to do each one of these so we try to take the most serious ones with the most serious violations to the attorney to follow through. Lt. Brick does a good job with sitting down with the Code Enforcement Officers all the time and deciding which ones need to go, which ones have potential to come into compliance etc. and we make those determinations when he meets with them then forward to Mr. Shepard's office for the proceedings. There are a lot of things that go into how we decide what's going forward and obviously we try to be fiscally responsible

with how many we have over there and he only has so many attorneys and we can't keep sending an abundance and expect them to be handled in a timely manner.

Attorney Shepard said just for information purposes each foreclosure costs 2,000 dollars in filing fees. That's not legal fees.

Chief McKinley said I think we have a process in place. I am comfortable with the way that it is being handled. If you want me to look into it further and then come back and tell you. I don't know what to tell you. Each situation is different. It's not that every violation is exactly the same. Some of them are brought before the code enforcement hearing a little quicker than some of them we are just trying to get them in compliance. Its about compliance. It's not about the fines or the fees and there's a lot of restrictions in some situations.

Attorney Shepard said when a property is homestead you cannot take their property. That is one of the reasons why people who owe big money in other states for homestead is not protected move to Florida.

Commissioner Smith said so the liens that come before us to be resolved that means that we have paid the 2,000 dollars to have those filed.

Chief McKinley said I don't know the status of the ones that have come before you already, but some are resolved before they come to you. A lot of times they are settled if the property is going to be sold and they satisfy the lien and settle on an amount. Pay the fine and have the lien released from the property.

Commissioner Smith said so you're comfortable with the process you have in place currently?

Chief McKinley said I am comfortable. If you want me to send all of them that are over a million dollars or a threshold 500,000 dollars to Mr. Shephard's office we can do that. There's an extreme cost associated with this.

Commissioner Nesta said my point is and we've discussed this and the only commissioner that goes to all these meetings and hearings and understands what's going on there is that we want compliance. If we are not willing to go to the worst-case scenario and people know that we are not, then they are going to take advantage of us. They have and there's many residents that have. What happens is that its investment firms and companies that don't live here that don't have a stake in our community other than rental homes or an old building they may own and that's what's being a blight on the community. If we are not going to initiate something or be able to look back and say as commissioners and as the city we have a policy in place that once this hits we are moving forward. It has nothing to do with your political affiliation or how much money you have but once it hits this we are moving forward.

Chief McKinley said a lot of those that you mentioned are the ones that we are going to go after because they don't have the homestead exemption because they're a corporation that owns a piece of property. A lot of them that may be up over the million dollars might be a homestead exemption where we can't do anything. I know you get a report and I don't know if your report includes which ones have homestead exemption. I think it does have that.

Commissioner Nesta said I ask for a consistent list and updates on our code enforcement, our top 15 or top 20 properties that have the highest liens. I think that would be beneficial for everybody to get a copy to see what that looks like. There's a lot of properties there. We are missing a few that are higher liens that are not homestead.

Chief McKinley said there are some organizations on there that have excessive fines, but they're in compliance now so the amount is recorded as a lien against the property. The goal here was to bring them into compliance. Eventually some of those properties are going to be sold.

Commissioner Nesta said then we have repeat offenders as well which is something that I know Lt. Brick does not prefer and goes pretty aggressively at them. I want to create a policy that is still fluid enough that you guys do what you need to do without any interference but at the same time it gives the teeth when its needed. There's some that I think that are needed. We know that there's transitions in departments sometimes and you may get new officers. We just got a new one that did his first hearing yesterday, Mr. Lebron and he did a great job. It helps to have those in place for any of our new officers. Its helps us to point has the commission and the police department to say look we are not weaponizing anything, its in our policy and its been written, its signed. It helps to create more policies that are consistent across the board where there's no ambiguity, nobody can say that there is anything inappropriate going on.

Chief McKinley said obviously we don't want any impropriates looked at like we are doing anything but at the same time in some of these situations there has to be some discretion as to what are the violations, what is the situation that led to those violations. We are talking about people and people's homes and people falling on hard times. How do we get them through that? What is their ultimate goal?

Commissioner Nesta said the homesteaded property that doesn't count.

Chief McKinley said if you want we can send all the commissioners the list that you currently get with the top 15, top 20 properties. If there's a particular property that you have an interest in or you want an explanation in we can by all means sit down and meet with you and discuss that particular property and decide which way we should go with it.

Commissioner Nesta said see right there, that's the inconsistency then. If I have a concern over a property, it takes that away that nobody can have a specific concern. It's met the threshold, but again we can still create that ambiguity a little bit to where you let the officers do what they need to do. I want to create something that still allows your officers that flexibility but at the same time it doesn't allow me to meet with you and say I want to foreclose on this property.

Chief McKinley said we will do whatever you want to do to all of you. We try to process them in a fair and equitable way and deal with them. I don't know if Mr. Shepard has any policy recommendations. I am working with his office on a couple other ordinances and policies and Id be happy to work with him on another to see what we can do. It's trying to write language that allows discretion sometimes becomes as ambiguous as what we are trying to avoid.

Commissioner Smith said the one property that you referenced as residential has a 6 million dollar fine, so is that property homestead? So, there's nothing we can do?

Commissioner Nesta said it is and that's correct.

Attorney Shepard said back in the day when I was on a HOA legal counsel, the policy that we used in order to insure higher collection rates is we picked the worst which is essentially what the Chief is trying to do and we went after them hard and once we successfully took the property away from them or won a judgement where they had to pay legal fees in order to hang onto their homes, we would publicize it. My advice to the homeowners and condos was if you had a newsletter put it out in the newsletter what

occurred. Once people realize that these code liens can be turned into actual foreclosures that means you actually lose property, then the tendency would be to get them in line. That's not going to work for everybody because as the Chief mentioned if you have corporate investor owners, they're mentality is whenever you get around to me, in the meantime I'm going to keep doing what I am doing. For the other people that are thinking they can get away with it the best education is by letting them know that you are coming for them next then they get on the compliance train. Some version of that can work here. The question you may have is how do you notify them? You can notify them directly or if you want to send out a broader notice you have the utility bills and inserts etc. My suggestion would be to notify them broadly. Send out a certified mail with a return receipt. He's a copy of the judgement we obtained in these three foreclosures, this is what's going to happen next or you can come into compliance. That would be my suggestion.

Commissioner Nesta said okay and I appreciate that and I like your idea if we create a policy of that. We just do it once like you said we need to continue to do that consistently. I think it would be beneficial especially on the real estate side just I really feel that the market is going to be doing different things and that we may have more issues with this down the road especially on the commercial property side that we need to formalize something upfront now. What I would like to see if some type of drafted policy. It doesn't need to be adopted, just start on the draft at least and see what that looks like by next meeting.

Chief McKinley said I will always offer that if any of you all want to come in. Lt Brick I know sits down with them before. The same time applies to who we bring before Code Enforcement Hearings. Is the individual trying to make an effort to remedy the situation? If they are we continue to try to work with them. If they're not trying to remedy the situation then they will go before the code enforcement hearing officer and we are going to start the fines. It allows us that discretion to try to treat each individual and each situation differently depending of the circumstances. I agree with you 100 percent, corporations that probably have the ability to fix the violation and do not we need to do something with them. I think those are the low hanging fruit that we can do something with. Residentials, individuals fall on hard times, they lose their jobs, they do this and certain things happen and they can't do certain things or repairs. If they're making an effort and we can work with them to try to resolve that before we take them to the code enforcement hearing and those fines that better for our community and better for the individuals.

Commissioner Nesta said I appreciate that and definitely get that. If we can, I still want to work on a draft policy and see what it looks it.

Commissioner Smith said I'd like to have a copy of the list.

Chief McKinley said okay I'll have Lt. Brick send it to all of you.

Commissioner Nesta said congratulations to Commissioner Becker, this would've been his last meeting, but unfortunately the last one was the last one and we didn't know about it. He moving on and has some great endeavors that he is working towards. So exciting to see him grow and change and his family just prosper. I want to thank him for his service to the city, what he has shown us has been absolutely incredible and it will not go unnoticed. The economic development department we can basically call it the Becker development department. He truly endeavored that for years and years and finally accomplished that. My last one is that we have the Oath of Office both for Commissioner Elect Anderson and I on April 30th here in Chambers at noon so feel free to stop by and come celebrate with us.

Commissioner Smith said congratulations to Commissioner Becker for his services. I'm sure he listening or he will go back and listen later. We wish him the best. I would like to give a shout out to public works for the work they're doing on improving the embankments along some of our roadways, especially along Vick Road. There was one that I was very concerned about and so I just wanted to say that they are doing an outstanding job and want them to know that their work is being noticed. Also, to our police department for the work they are doing in our school zones. People have been ignoring the flashing lights and so there's a hazard for our kids and our police department has been very present and visible making a difference in that area. Just wanted to say thank you for what you are doing in that area as well.

Commissioner Velazquez said I like your idea for making some time for our constituents here in the city in City Hall. I spend a lot of time here usually going back and forth getting a lot of information. On that note I also spend a lot of time with our staff. I really want to thank our staff because I spend a lot of time with our CFO when I am unsure about some of our finances and she gives me the time. Last week I spent 2 hours with public services with Mr. Deo and Glenn Brooks and it had to do with getting clarity about the Golden Gem pond that is out there and having an understanding about some of the issues and how they are moving forward to remedy the problem we have. Also, our City Clerk. I spend a lot of time getting public records from her and it has to do a lot with our constituents contact us whether its through phone calls, emails, so I know I make the effort to always try to follow up and try to educate myself. We are listening to them. In realty the truth is that we serve them. They shouldn't have to be looking for answers. If they can contact us, good. They reach out to me and I pretty much get back in contact with them. You touched on the chamber building and that was something I spoke to our recreation director about. Besides our employees being the greatest assets to our city the second greatest asset that we have is our city buildings. Since we are working to take control of our Apopka Community Center so that we can give better service to our tax payers who pay for that building. The chamber has been out of service for over a year and a half if not longer and obviously the chamber has had a long distinction of having the city building for a dollar a year and the truth is I've gone to many of our departments in the city where we are kind of busting at the seams with personnel and as our city grows we are hiring more staff. At some point in time I recommended to our director Mr. Radley for us to take over the chamber building because obviously the Apopka chamber has been doing very well without the building. I don't know where they are meeting. I don't know how they're working since they've been without a building and obviously they're doing well. I feel like we should have that building and be able to accommodate some of the departments that we have in the city that are in desperate need of space. We once had an office here and I would like to see a space designated for us. We all share the conference room, that was designated for our former Edward Bass but I feel like we need a space for privacy and to be professional. I know all the other cities provide a space for their commissioners. I would like for that to be considered. I know everyone has congratulated our former Vice Mayor Commissioner Becker. I would like to say the same words he's been a big asset here and we all learned something from him. He will be missed but we all wish him and his family well. I'm sorry that he didn't come to the last meeting but it was his choice. He did the right thing, he closed on his home, and he was no longer a city resident. We wish him the best. I wanted to say thank you to all of the residents and all the texts and telephone calls for congratulating

me on taking over the Vice Mayor position that he held very proudly. I want to thank the Mayor because he was second one to text me and say congratulations. It's an honor and privilege and I truly appreciate the support and friendships that I have earned in the many years that I have been representing our city. The only thing I tell people is that Kyle set the bar high. I am not as Becker was, but I will do my best to continue to represent you and to continue to be connected to our city as I do and when you call me with issues or problems I will continue to serve you as best as I can. Thank you to my husband for his support. He has been the biggest support and without him I could not do the job that I do and give up as much time as I do away from my home and from my family. Thank you to everyone.

CITY ATTORNEY'S REPORT

Cliff Shepard said I have nothing to report at this time.

MAYOR'S REPORT

Mayor Nelson said let's get the forensic audit out I've got six items that I would like to add Blanche and I'll give you a copy of this list. First, I'd like to verify BTR payments from 2013 to current for Nesta Real Estate Consultant, BRPC Consulting and Nelson's Insurance Services. Two, I want a copy and find out if the qualifying checks for all candidates for the 2022 and 2024 elections were proper and deposited. Number three, how many late campaign reports for Nesta, Smith, Velazquez, Becker and Nelson for all elections and if you'd like you can go through all seven elections I've been a part of? Number four, verify or discredit the excess income of interest income of One Florida Bank over Synovus Bank from June of 2021 to June of 2023 when One Florida decided not to take on any City of Apopka deposits. Five, on the promises made, promises kept Re-elect Nesta postcard it states "#2. Fiscally Responsible Spending, I successfully advocated and secured a solid investment option, earning approximately \$1,000,000 more per year in interest for the resident's funds, meaning lower taxes and the ability to invest back into the community". Please verify these extra earnings that Nesta secured and continues to generate. Number six, I'd like to know the excess spending on Attorney fees since our inside council was forced to resign. So those are the six items that I would like. Art and Foliage Festival is coming up on April 27th – 28 from 9:00am to 5:00pm on Saturday, 10:00am to 4:00pm on Sunday. The opening ceremonies will be Saturday morning at 9:30am at the gazebo. I was at the Mexican consulate Monday night to receive an award from the Almit 2023 International Award from the Association of Municipalities of Mexico hosted by the Mexican Consulate. We had a supreme court justice from Mexico City, Congress woman from Columbia, and met a lovely lady that is the Mayor of Ebake municipality in Columbia. It was a great event and glad to be honored there. According to the wallet hub, Apopka ranked number 58 United States among small towns for starting a business. The study analyzed 1334 small towns across the country weighing factors such as business environment access to resources and business costs. We have the business chamber expo which is tomorrow April 18th from 4 to 8pm at the Hilton Garden Inn. Our own Cody McKinley was up signing his letter of intent. We had 13 athletes sign letters of intent at Apopka High School today and if you add the other 10 that signed early signing

date it comes to 23 athletes, girls and boys that signed letters of intent to play at the next level. Proud of Cody and all the other 22 athletes that will be playing on at the next level.

ADJOURNMENT

The meeting adjourned at 8:56 PM

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

Bryan Nelson, Mayor

Attest: _____
Susan M. Bone, City Clerk

Transcribed By: _____
Jodi Wrigley, Deputy City Clerk



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 1.

Meeting Date: May 1, 2024

Department: Police Department

SUBJECT:

Authorize the presentation of service weapon to a retiring member of the police department.

REQUEST:

Authorize the presentation of service weapon to a retiring member of the police department.

SUMMARY:

The Police Department requests City Council's authorization to present a service weapon to a retiring member of the police department to recognize the member's credited service to the City of Apopka and its citizens.

Hommy Velez - (Glock 21 serial# YHS917)

Officer Velez served the citizens of Apopka as a full-time police officer for over eighteen years and as a reserve police officer for over five years, for a total time of service of over twenty-three years.

FUNDING SOURCE:

Not Applicable

RECOMMENDED MOTION:

Authorize the Police Chief's to present the retiring member with his service weapon in recognition of his years of dedicated service to the City of Apopka and its citizens.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: May 1, 2024

Department: Parks and Recreation

SUBJECT:

Authorize one year renewal of Athletic Facility Rental Agreement with Central Florida Soccer Club, Inc.

REQUEST:

Authorize the Mayor to sign a one-year renewal, according to terms of the Athletic Facility Rental Agreement with Central Florida Soccer Club, Inc.

SUMMARY:

The Central Florida Soccer Club, Inc. entered into an Athletic Facility Rental Agreement for use of up to four soccer/multipurpose fields at the Northwest Recreation Complex on July 1, 2023. The initial term of the agreement was for a one-year period, with the option to renew the agreement for an additional two (2) one-year renewals. The Parks and Recreation Department is agreeable to renewing the contract with Central Florida Soccer Club, Inc. for the first of the two (2) one-year renewals.

FUNDING SOURCE:

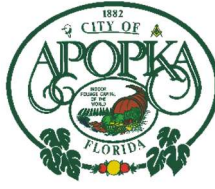
n/a

RECOMMENDED MOTION:

Staff recommend authorization of the first one-year renewal of the Athletic Facility Rental Agreement with Central Florida Soccer Club, Inc. as provided for in the agreement.

ATTACHMENTS:

1. Contract Renewal (2024) Central Florida Soccer Club, Inc
2. Athletic Facility Rental Agreement - Central Florida Soccer Club, Inc. (2023-2024)



RENEWAL OF CONTRACT

CONTRACT INFORMATION:	
Initial Term: One-year term Max Renewals: Two (2) one-year terms Max Contract: Three (3) years City of Apopka Department: Parks & Recreation	Contract Type: Term Original Contract: Central FL. Soccer Club Inc. Original Start Date: August 1, 2023 Title: Athletic Field Rental Agreement Effective Date: August 1, 2024 Max Expiration Date: July 31, 2026
CITY OF APOPKA CONTACT:	CONTRACTOR:
Apopka Parks & Recreation Department Attn: Radley Williams, Director 3710 Jason Dwelley Parkway Apopka, FL 32712 Email: rwilliams@apopka.net Phone: 407-703-1784	Central FL. Soccer Club Inc. Attn: Naji Khouri, President P.O Box 531 Apopka, FL. 32704 Email: naji@centralfloridasc.com Phone: 407-415-9747
INSTRUCTIONS:	
Contractor shall sign the Signature Block showing acceptance of the written renewal below and return this form to the Parks and Recreation Department within ten (10) days after receipt. Once fully executed, a copy of this renewal will be returned to the Contractor to attach to the original agreement.	
DESCRIPTION OF RENEWAL:	
FIRST CONTRACT RENEWAL EXTENSION ONE-YEAR TERM August 1, 2024 – July 31, 2025	
CITY OF APOPKA SIGNATURE BLOCK	CONTRACTOR SIGNATURE BLOCK
Signature:	Signature: <i>Naji S. Khouri</i>
Print Name:	Print Name: NAJI S. KHOURI
Title:	Title: President
Date:	Date: 4/24/2024
	Email: naji@centralfloridasc.com

**ATHLETIC FACILITY RENTAL AGREEMENT
BETWEEN THE CITY OF APOPKA, FLORIDA
AND
CENTRAL FLORIDA SOCCER CLUB, INC.**

THIS AGREEMENT ("Agreement") is entered into this 1st day of July, 2023, between the CITY OF APOPKA, a municipal corporation of the State of Florida ("City"), and Central Florida Soccer Club, Inc., a Florida not-for-profit corporation, ("Renter"). That for and in consideration of the covenants of the parties hereafter set forth and for other good and valuable considerations, the parties hereto mutually agreed as follows:

1. This Agreement shall commence on the 1st day of August, 2023, and shall continue until the 31st day of July, 2024, unless terminated by either party pursuant to the terms of this Agreement. At the sole discretion of the City, this agreement may be renewed for two (2) additional one (1) year terms, with a maximum term expiring on the 31st day of July, 2026. Notice to renew shall be provided no later than ninety (90) calendar days preceding the expiration of this agreement.
2. The term of payment by the Renter to City, in consideration of this Agreement, shall be in the amount of \$51,000. Payment will be split into biannual payments of \$25,500 due July 1st and January 1st or can be split into equal monthly payments of \$4,250 due on the 1st of each month. Payment will be delivered via check or debit/credit card to the City of Apopka Parks and Recreation Department.
Initial: NSK
3. As part of this agreement, the City will provide the following to the Renter:
 - a. A maximum of four (4) soccer pads on Mondays through Fridays from 5:45pm to 8:45pm during the following two established seasons of play:
 - i. Spring Season of Play – begins FIRST Monday in February for seventeen (17) continuous weeks
 - ii. Fall Season of Play – begins LAST Monday in July for seventeen (17) continuous weeks
 - b. Number of fields needed each season of play can be adjusted by notifying the City in writing no later than thirty (30) days prior to the start of each season of play and will result in a reduction of \$6,375 in fees per field not used during the season of play.
 - c. Fields requested outside this agreement will be charged at \$25 per hour.
 - d. Fields requested outside the seasons of play will be submitted for approval in writing to the Apopka Parks and Recreation Department and will be approved on a request-by-request basis, pending availability, field conditions, and planned field maintenance.
 - e. Upon the closing of the annual tournament booking window, the City will provide Renter with a four (4) week advanced booking window to rent soccer pads for

weekend usage for the upcoming calendar year, with a maximum of three soccer pads per weekend day. At the closing of the four (4) week advance booking window, all additional rental requests will be on a first-come, first-serve basis. During the two seasons of play, the City will make best efforts to provide space to accommodate Central Florida Soccer Club game rentals on Saturdays and Sundays.

- f. The City reserves the right to close fields or relocate fields for any reason, including but not limited to weather, field conditions, City holidays, and required maintenance. The City will make its best effort to relocate Renter rentals to other available fields at the Northwest Recreation Complex, if field closures on the Renter's assigned fields are required. Any field closures required by the City will result in refund for lost time based on a \$25 per hour field rental rate.
 - g. Field setup and painting will be approved prior to the start of each season of play, to ensure proper field rotation is happening.
 - h. Renter can brand the fields with club signage while they are in use, during the seasons of play. All signage must be approved through the Parks and Recreation Department. All signage must be removed daily at the conclusion of each rental and must be stored in Renter storage unit or off-site.
 - i. Allowable Signs/ Branding Materials:
 - 1. 10x10 Tailgate Tents
 - 2. Bi-Fold signs (A-frame signs and pop up rectangular signs)
 - 3. Feather Flags
 - 4. Banners attached to Tailgate Tents
 - 5. Lawn Signs
 - ii. Prohibited Signs:
 - 1. Any sign that is permanent or requires holes to be placed in the fields
 - 2. Unsecured signs that may blow away or cause damage to the park
 - 3. Any non-Central Florida Soccer Club, Inc. branded signage, unless authorized in writing by the Parks and Recreation Director or their designee.
 - 4. Signs that require electricity
 - i. License to install a shed structure at the Northwest Recreation Complex, at a location approved by the Apopka Parks and Recreation Department. Responsibility for purchase, permitting, installation, and maintenance would be the responsibility of the Renter. The City will be held harmless for the shed and any/all items placed in the shed. The shed structure must be installed in accordance with City of Apopka building code requirements and proof of final inspection by the Building Department must be provided.
4. The Renter shall supply a Certificate of Insurance no later than fourteen (14) days prior to program date or expiration of existing Certificate. See Exhibit A for insurance requirements.
5. The Renter shall indemnify and hold harmless City from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of, or resulting from the use of City facilities, and/or other items contemplated by this Agreement or the

occupancy of the City facilities by Renter, its agents, invitees and/or guests under this Agreement. City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the original government contract or this Agreement to the contrary, nothing in these agreements shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claims against City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

6. The Renter shall take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to all persons and property on City facilities.
7. Renter understands and agrees that by virtue of this Agreement, all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida's Public Records law.
8. The undersigned agrees to abide by the regulations governing use of City facilities and is responsible for charges incurred per Exhibit B, attached hereto and incorporated herein.
9. The Renter and its agents, representatives, employees, and subcontractors, further agree and ensure to conduct themselves in such a manner as to advance good relations for the City and its citizens.
10. Either party may terminate this Agreement at any time upon ninety (90) days written notice to the other party.
11. All notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as FedEx), or by certified U.S. Mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

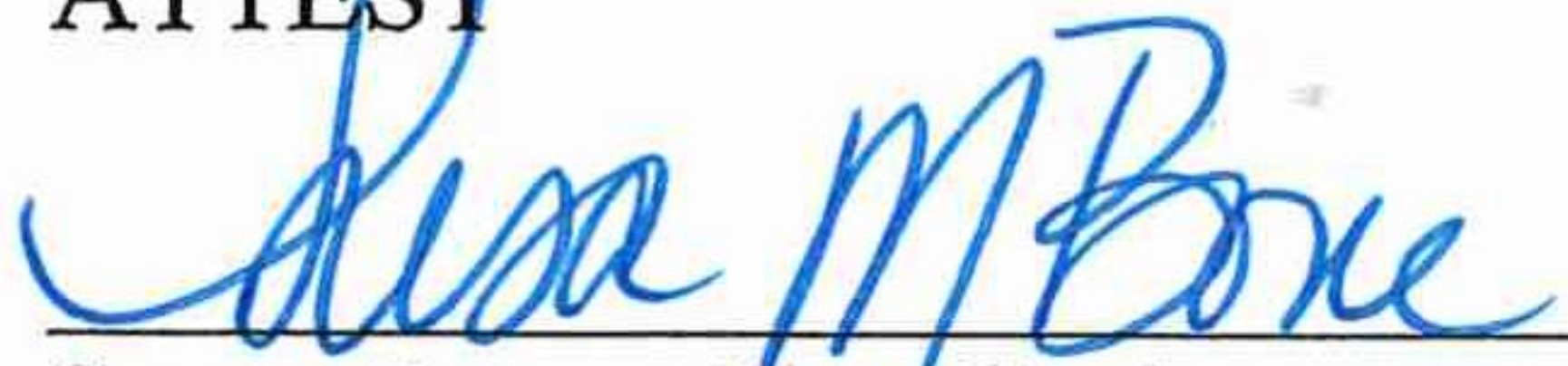
City: City of Apopka
120 East Main Street
Apopka, Florida 32703
Attn: Radley Williams,
Parks and Recreation Director

Renter: CENTRAL FLORIDA SC
PO BOX 531
APOPKA, FL 32704
ATTN: NIAJ J. KHOLU

12. This instrument contains the entire Agreement between the parties and supersedes any prior understanding or agreement, either written or oral. No prior or present agreements or

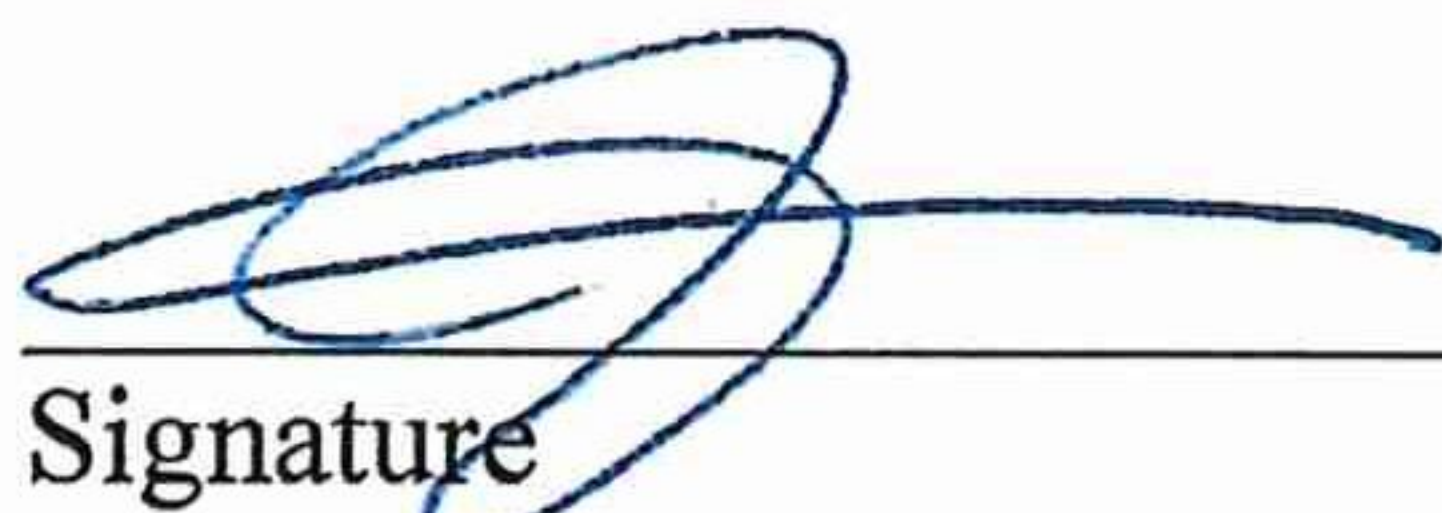
representation shall be binding on any of the parties hereto unless incorporated in the Agreement. This Agreement may not be changed, extended or renewed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge or extension is sought.

CITY OF APOPKA, FLORIDA
ATTEST


Susan Bone, City Clerk


Bryan Nelson, Mayor

Witnesses:

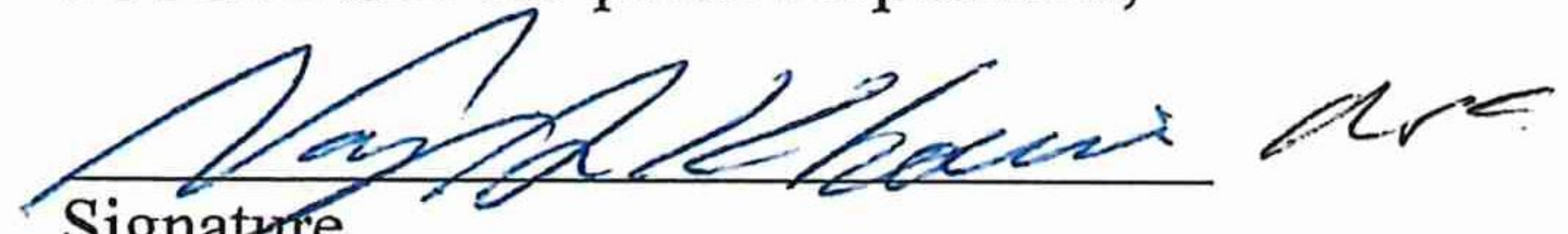

Signature

RACHEL GRANT
Print Name


Signature

Brad Nowels
Print Name


Central Florida Soccer Club, Inc.,
a Florida non-for-profit corporation,


Signature

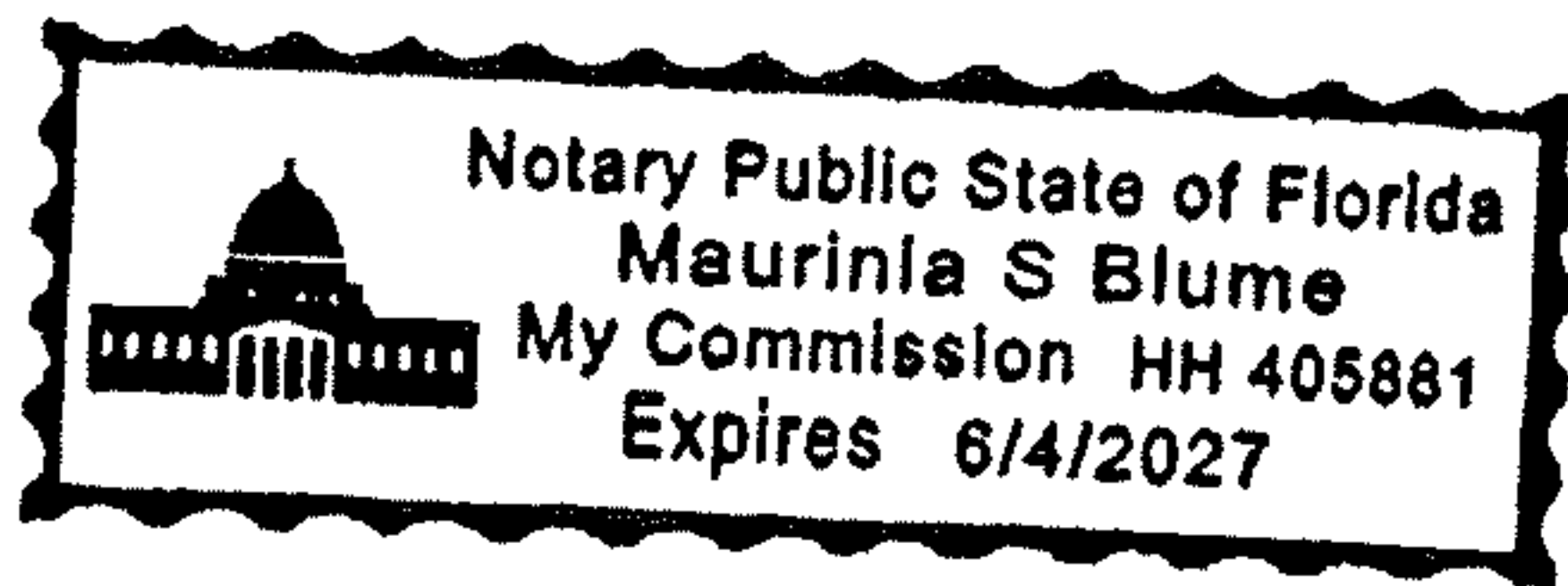
NAJI S. KHATAMI
Print Name

PRESIDENT
Title

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
OR ☐ online notarization, this 14 day of June, 2023, by ___, who is ☐ personally known to me
OR ☒ who has produced FL Drivers License as identification.



Maurinia A. Blume
Notary Public

Exhibit A
City of Apopka

Recreation Insurance Requirements

The original insurance certificate and all extensions to the insurance certificate should be sent to:
City of Apopka, Human Resources, 120 East Main Street, Apopka, FL 32703
or E-mailed to riskmanagement@apopka.net
Phone: 407-703-1805

Certificate Holder: City of Apopka

Facility Renters/Programmers

1. City of Apopka endorsed as an Additional Insured in the amount of \$1,000,000 per occurrence with regard to General Liability.
2. Businesses having more than 4 employees must provide a Certificate of Worker's Compensation Liability insurance in the amount of \$1,000,000/1,000,000/1,000,000
3. Name the City of Apopka, its officers, representatives, employees, agents, Providers and volunteers as additional insured and provide Primary and Non-Contributory coverage with respect to the city.
4. Waiver of Subrogation in favor of the City of Apopka regarding General Liability and Worker's Compensation Liability

Description may read:

City of Apopka, its officers, representatives, employees, agents, Providers and volunteers are named as additional insured with respect to general liability. Coverage afforded to the additional insured is Primary and Non-Contributory. Waiver of Subrogation in favor of the City of Apopka is added to the General Liability and the Workers Compensation policies.

NOTES

- Please make sure that the description section of the certificate explicitly states that the City of Apopka is named as an additional insured.
- We cannot accept certificates that have an, "if required by written contract" clause unless we do have a contract in place listing our insurance requirements.
- The Certificate Holder must read: City of Apopka



Exhibit B

City of Apopka Code of Ordinances

Chapter 58 - PARKS AND RECREATION

- **Sec. 58-5. - General requirements for use of grounds and facilities.**

Each person shall clean up all debris, extinguish all fires when such fires are permitted, and leave the premises in good order, and the facilities in a neat and sanitary condition.

(Code 1983, § 15-2)



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: May 1, 2024

Department: Finance Department

SUBJECT:

Authorize the execution of piggyback contracts for the assigned terms: United Rentals, Inc., W.W. Grainger, Inc., and United Data Technologies, Inc.

REQUEST:

Authorize the execution of piggyback contracts for the assigned terms.

SUMMARY:

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

Per Purchasing Policy 107.3.17 - Piggyback Contracts:

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

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

Department:	Public Services & Citywide
Vendor:	United Rentals, Inc.
Description:	Equipment Rentals with Related Services
Source:	Sourcewell
Bid/Contract #:	RFP 062320
Expiration Date:	August 27, 2025
Renewals:	Yes

Department: Public Services
Vendor: WW Grainger, Inc.
Description: Facilities MRO, Industrial, and Building-Related Supplies and Equipment
Source: Sourcewell
Bid/Contract #: RFP 091422
Expiration Date: November 8, 2026
Renewals: Yes

Department: Information Technology
Vendor: United Data Technologies, Inc.
Description: Computer Equipment, Peripherals and Related Services
Source: NASPO ValuePoint
Bid/Contract #: 43210000-23-NASPO-ACS-FL
Expiration Date: June 30, 2025
Renewals: Yes

FUNDING SOURCE:

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

RECOMMENDED MOTION:

Authorize the execution of piggyback contract per the assigned terms.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: May 1, 2024

Department: Finance Department

SUBJECT:

Award a contract for ITB 2024-A-28: Camp Wewa Wastewater Service Extension to Cathcart Construction Company.

REQUEST:

Award a contract to Cathcart Construction Company.

SUMMARY:

The Finance Department received electronic bids (e-bids) on March 8, 2024. This construction project consists of the construction of approximately 2,190 LF of gravity sewer and sanitary laterals to buildings within the Camp Wewa site. The gravity sewer system will connect to the existing 8" sanitary sewer along S. Binion Road. The existing lift station near Mud Lake will be retrofitted for the collection and transmission of wastewater from Camp Wewa to the City's wastewater system. Lift station improvements include installation of new pumps and electrical components. Tetra Tech is the professional engineering consultant under contract for the design and assistance with this project.

Date Issued & Advertised:	January 21, 2024
Inquiry Deadline:	February 26, 2024
E-Bid Submittal Deadline:	March 8, 2024 @ 2:00PM
Notified Users:	1,596
Project Views:	1,121
Vendors Following the Project:	33

The following four (4) Contractors submitted bid pricing as follows:

Contractor	Total Bid Amount
Providence Construction & Development Company	\$1,015,849.28
Cathcart Construction Company	\$1,495,375
Sanpik, Inc.	\$1,587,755
Prime Construction Group, Inc.	\$1,650,000

The project timeline is one hundred eighty (180) days from the Notice to Proceed (NTP) date. Providence Construction & Development Company was considered to be non-responsive due to missing pricing on required scope items. The submittal for Cathcart Construction Company has been reviewed to include their bid, history, and references. Staff and Tetra Tech recommend the full bid contract award to the lowest responsive and responsible bidder to Cathcart Construction Company, in the amount of \$1,495,375.

FUNDING SOURCE:

Within fiscal year budgetary appropriations.

RECOMMENDED MOTION:

Approve a contract award to Cathcart Construction Company in the amount of \$1,495,375 and include a 10% contingency of \$149,537.50, for a total of \$1,644,912.50.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 5.

Meeting Date: May 1, 2024

Department: Finance Department

SUBJECT:

City of Apopka FY2024 Budget-to-Actual Report for the Six Months Ending March 31, 2024

REQUEST:

Acceptance of the City of Apopka FY2024 Budget-to-Actual Report for the Six Months Ending March 31, 2024

SUMMARY:

The Finance Department is submitting the City of Apopka FY2024 Monthly Budget-to-Actual Report for the Six Months Ending March 31, 2024. 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

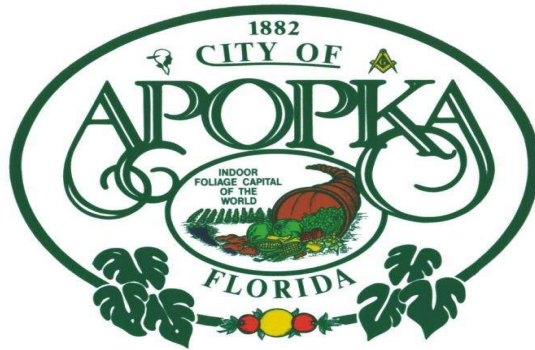
RECOMMENDED MOTION:

Acceptance of the City of Apopka FY2024 Budget-to-Actual Report for the Six Months Ending March 31, 2024

ATTACHMENTS:

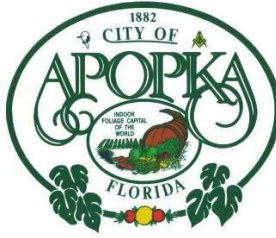
1. Monthly Budget-to-Actual Report Narrative March 31, 2024
2. Monthly Budget-to-Actual Report Detailed March 31, 2024

CITY OF APOPKA



Fiscal Year 2023/24
For the Six-Months Period Ending
March 31, 2024
Budget to Actual Report

Report to the City Council
Prepared by Finance Department
May 1, 2024



BUDGET-TO-ACTUAL REPORT SIX-MONTHS PERIOD ENDING MARCH 31, 2024

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	\$ 44,991,673	\$ 29,361,631	\$ 15,630,042
101 - STREET IMPROVEMENT FUND	3,535,263	2,643,329	891,934
102 - TRANSPORTATION IMPACT FEES	5,273,606	131,743	5,141,863
103 LAW ENFORCEMENT TRUST	34,529	37,996	(3,467)
104 - RECREATION IMPACT FEES	913,720	37,122	876,598
105 LAW ENFORCEMENT TRUST	5,282	4,500	782
106 POLICE DISCRETIONARY FUND	57,197	32,425	24,772
110 - FIRE IMPACT FEES	775,920	33,833	742,087
115 - POLICE IMPACT FEES	798,966	2,500	796,466
120 - STORMWATER FUND	1,266,981	371,808	895,173
150 - GRANT FUND	(103,333)	212,643	(315,976)
171 - SPECIAL ASSESSMENT/MAINELINE VILLAGE	11,691	7,800	3,891
172 - SPECIAL ASSESSMENT/MAINE AVENUE VILLAS	13,458	6,012	7,446
173 - SPECIAL ASSESSMENT/CIMMARON HILLS	6,159	225	5,934
174 - SPECIAL ASSESSMENT/MARTIN PLACE POND P2	13,802	3,950	9,853
175 - SPECIAL ASSESSMENT/LOVELL TERRACE	-	375	(375)
176 - SPECIAL ASSESSMENT/LAKE MCCOY OAKS	-	-	-
177 - SPECIAL ASSESSMENT/MARTIN PLACE POND P1	-	-	-
190 - STREET LIGHTS	1,448,816	-	1,448,816
401 - WATER & WASTEWATER OPERATING FUND	12,495,566	10,965,012	1,530,554
402 - SANITATION FUND	3,077,477	2,426,641	650,835
403 - WATER & WASTEWATER REUSE FUND	7,439,053	1,126,896	6,312,156
610 - CRA COMMUNITY REDEVELOPMENT FUND	1,131,059	184,837	946,222
Revenue & Expense/Expenditure Total	\$ 85,750,479	\$ 47,591,279	\$ 38,159,200

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

Fund Description	FY2024 Revenues Annual Budget Projection	FY2024 Expenses / Expenditures Annual Projection	FY2024 Net Income (Loss)
001 - GENERAL FUND	\$ 77,028,570	\$ 70,803,987	\$ 6,224,584
101 - STREET IMPROVEMENT FUND	7,054,694	6,453,759	600,935
102 - TRANSPORTATION IMPACT FEES	15,547,212	6,916,993	8,630,219
103 - LAW ENFORCEMENT TRUST	47,227	45,000	2,227
104 - RECREATION IMPACT FEES	2,298,223	1,207,261	1,090,962
105 - LAW ENFORCEMENT TRUST	22,484	9,000	13,484
106 - POLICE DISCRETIONARY FUND	91,817	80,000	11,817
110 - FIRE IMPACT FEES	4,693,276	1,149,914	3,543,362
115 - POLICE IMPACT FEES	1,876,930	528,853	1,348,076
120 - STORMWATER FUND	1,870,898	1,090,396	780,502
150 - GRANT FUND	156,508	2,750,876	(2,594,368)
171 - SPECIAL ASSESSMENT/MAINELINE VILLAGE	23,382	44,850	(21,468)
172 - SPECIAL ASSESSMENT/MAINE AVENUE VILLAS	19,300	31,237	(11,937)
173 - SPECIAL ASSESSMENT/CIMMARON HILLS	12,319	77,950	(65,631)
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	24,205	24,205	-
190 - STREET LIGHTS	1,397,650	279,103	1,118,547
401 - WATER & WASTEWATER OPERATING FUND	26,638,245	23,848,177	2,790,067
402 - SANITATION FUND	6,833,951	5,131,284	1,702,666
403 - WATER & WASTEWATER REUSE FUND	14,878,105	10,322,600	4,555,506
610 - CRA COMMUNITY REDEVELOPMENT FUND	1,131,059	644,200	486,859
Annual Projection Total	\$ 161,677,796	\$ 131,471,388	\$ 30,206,408

Amended Budget Revenues vs Annual Revenue Projection

Fund Description	FY2024 Amended Budget Revenues	FY2024 Annual Revenue Projection	Variance
001 - GENERAL FUND	\$ 91,014,914	\$ 77,028,570	\$ (13,986,344)
101 - STREET IMPROVEMENT FUND	7,558,504	7,054,694	(503,810)
102 - TRANSPORTATION IMPACT FEES	19,957,594	15,547,212	(4,410,382)
103 - LAW ENFORCEMENT TRUST	135,000	47,227	(87,773)
104 - RECREATION IMPACT FEES	2,407,261	2,298,223	(109,038)
105 - LAW ENFORCEMENT TRUST	72,484	22,484	(50,000)
106 - POLICE DISCRETIONARY FUND	120,000	91,817	(28,183)
110 - FIRE IMPACT FEES	7,637,757	4,693,276	(2,944,481)
115 - POLICE IMPACT FEES	3,497,355	1,876,930	(1,620,425)
120 - STORMWATER FUND	2,033,122	1,870,898	(162,224)
150 - GRANT FUND	4,828,643	156,508	(4,672,135)
171 - SPECIAL ASSESSMENT/MAINELINE VILLAGE	37,050	23,382	(13,668)
172 - SPECIAL ASSESSMENT/MAINE AVENUE VILLAS	25,225	19,300	(5,925)
173 - SPECIAL ASSESSMENT/CIMMARON HILLS	77,950	12,319	(65,631)
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	24,205	24,205	-
190 - STREET LIGHTS	279,025	1,397,650	1,118,625
401 - WATER & WASTEWATER OPERATING FUND	42,588,012	26,638,245	(15,949,767)
402 - SANITATION FUND	7,808,545	6,833,951	(974,594)
403 - WATER & WASTEWATER REUSE FUND	21,381,831	14,878,105	(6,503,726)
610 - CRA COMMUNITY REDEVELOPMENT FUND	4,343,599	1,131,059	(3,212,541)
Annual Projection Total	\$ 215,859,818	\$ 161,677,796	\$ (54,182,023)

Amended Budget Expenditures/Expenses vs Annual Expenditures/Expenses Projection

Fund Description	FY2024		FY2024	
	Amended Budget	Expenditures/	Annual	Expenditure/
	Expenses	Expense	Projection	Variance
001 - GENERAL FUND	\$ 91,014,914	\$ 70,803,987	\$ 20,210,927	
101 - STREET IMPROVEMENT FUND	7,558,504	6,453,759	1,104,745	
102 - TRANSPORTATION IMPACT FEES	19,957,594	6,916,993	13,040,601	
103 - LAW ENFORCEMENT TRUST	135,000	45,000	90,000	
104 - RECREATION IMPACT FEES	2,407,261	1,207,261	1,200,000	
105 - LAW ENFORCEMENT TRUST	72,484	9,000	63,484	
106 - POLICE DISCRETIONARY FUND	120,000	80,000	40,000	
110 - FIRE IMPACT FEES	7,637,757	1,149,914	6,487,844	
115 - POLICE IMPACT FEES	3,497,355	528,853	2,968,502	
120 - STORMWATER FUND	2,033,122	1,090,396	942,726	
150 - GRANT FUND	4,828,643	2,750,876	2,077,768	
171 - SPECIAL ASSESSMENT/MAINELINE VILLAGE	37,050	44,850	(7,800)	
172 - SPECIAL ASSESSMENT/MAINE AVENUE VILLAS	25,225	31,237	(6,012)	
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	24,205	24,205	-	
190 - STREET LIGHTS	279,025	279,103	(78)	
401 - WATER & WASTEWATER OPERATING FUND	42,588,012	23,848,177	18,739,834	
402 - SANITATION FUND	7,808,545	5,131,284	2,677,260	
403 - WATER & WASTEWATER REUSE FUND	21,381,831	10,322,600	11,059,231	
610 - CRA COMMUNITY REDEVELOPMENT FUND	4,343,599	644,200	3,699,399	
Annual Projection Total	\$ 215,859,818	\$ 131,471,388	\$ 84,388,430	

The following is a narrative of the City's Budget-to-Actual Comparison for the Five-Months Period Ending March 31, 2024. 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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$91,014,914	\$44,991,673	(\$46,032,962)	\$77,028,570	49.43%
Overall, year to date revenues collected are \$44,991,673, which represents 49.43% of the Amended Revenue Budget. Ad Valorem Tax Revenue is at 77.14% as of March 31, 2014.				
The primary reason for the shortfall is due to the use of \$13,846,910 from Fund Reserves and Carry-over Funding.				

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$7,558,504	\$3,535,263	(\$4,023,241)	\$7,054,694	46.77%
Overall year to date revenues collected are \$3,535,263, which represents 46.77% collected. Revenues are slightly lower primarily due to lower FDOT Road Maintenance Revenue than anticipated.				

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$19,957,594	\$5,273,606	(\$14,683,988)	\$15,547,212	26.42%

Overall year to date revenues collected are \$5,273,606, which represents 26.42% collected. Revenues are low primarily due to the use of Carry-Over Funding to support ongoing projects.

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$2,407,261	\$913,720	(\$1,493,541)	\$2,298,223	37.96%

Overall year to date revenues collected are \$913,720, which represents 37.96% collected. Revenues are projected at 95% by Fiscal Year End.

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$7,637,757	\$775,920	(\$6,861,838)	\$4,693,276	10.16%

Overall year to date revenues collected are \$775,920, which represents 10.16% collected. Revenues are low primarily due the use of Carry-over Funding to support ongoing projects.

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$3,497,355	\$798,966	(\$2,698,389)	\$1,876,930	22.84%
Overall year to date revenues collected are \$798,966 which represents 22.84% collected. Revenues are low primarily due the use of Carry-over Funding to support ongoing projects.				

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$2,033,122	\$1,266,981	(\$766,141)	\$1,870,898	62.32%
Overall year to date revenues collected are \$1,266,981, which represents 62.32% collected. Revenues are on target for the month of March 2024.				

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$42,588,012	\$12,495,566	(\$30,092,446)	\$26,638,245	29.34%

Overall year to date revenues collected are \$12,495,566, which represents 29.34%. Overall current year revenues, excluding carry-over funding and reserves, are anticipated to exceed the budget by 8%.

The primary reason for the low percentage is due to the use of \$16,778,913 in Utility Operating Fund Reserves and Carry Over Funding. Also the projects funding with the State Grants Funds is low in expenditures.

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$7,808,545	\$3,077,477	(\$4,731,068)	\$6,833,951	39.41%

Overall year to date revenue is \$3,077,477, which represents 39.41% due to lower than anticipated revenues for Sanitation Service Fees.

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$21,381,831	\$7,439,053	(\$13,942,778)	\$14,878,105	34.79%

Overall year to date revenue is \$7,439,053, which represents 34.79% collected. Overall the annual revenues are anticipated to exceed the budget by 73.6%, excluding carry-over and reserves.

The primary reason for the shortfall is due to the use of \$9,940,382 from Fund Reserves and Carry-over Funding. Also the projects funding with the State Grants Funds is low in expenditures.

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 Amended Revenue	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$4,343,599	\$1,131,059	(\$3,212,541)	\$1,131,059	26.04%

Overall year to date revenue is \$1,131,059, which represents 26.04% collected. The primary reason for the shortfall is due to the use of \$3,138,599 from Carry-over Funding.

Expenditures/Expenses:

General Fund

001 - ADMIN - MAYOR'S OFFICE

FY24 Amended Budget	FY24 YTD Expenses	FY24	FY24 Annual Projection	% Expended
		Available Balance		
\$683,034	\$303,022	\$380,011	\$582,336	44.36%

Overall year to date expenses are \$303,022, which represents 44.36% expended. The expenses are slightly lower than anticipated year-to-date primarily Operating Supplies.

001 - ADMIN - LEGAL SERVICES

FY24 Amended Budget	FY24 YTD Expenses	FY24	FY24 Annual Projection	% Expended
		Available Balance		
\$2,248,707	\$839,574	\$1,409,133	\$1,679,088	37.34%

Overall year to date expenses are \$839,574, which represents 37.34% expended. The expenses are below the expected amount for March 2024, primarily for Liability & Casual Insurance.

001 - ADMIN - ADMINISTRATIVE SERVICES

FY24 Amended	FY24 YTD	FY24		FY24 Annual	% Expended
		Available	Balance		
Budget	Expenses			Projection	
\$384,969	\$84,811	\$300,158		\$393,212	22.03%

Overall year to date expenses are \$84,811, which represents 22.03% expended. The expenses are below the expected amount for March 2024 primarily for Professional Services.

001 - ADMIN - FACILITIES MAINTENANCE

FY24 Amended	FY24 YTD	FY24		FY24 Annual	% Expended
		Available	Balance		
Budget	Expenses			Projection	
\$2,515,653	\$705,256	\$1,810,397		\$1,633,760	28.03%

Overall year to date expenses are \$705,256 which represents 28.03% expended. The expenses are below the expected amount for March 2024 primarily for Equipment Purchases and Maintenance.

001 - ADMIN - CITY CLERK

FY24 Amended	FY24 YTD	FY24		FY24 Annual	% Expended
		Available	Balance		
Budget	Expenses			Projection	
\$308,391	\$131,153	\$177,238		\$262,695	42.53%

Overall year to date expenses are \$131,153 which represents 42.53% expended. The expenses are below the expected amount for March 2024.

001 - FINANCE - BUDGET AND ACCOUNTING

FY24 Amended	FY24 YTD	FY24		FY24 Annual	% Expended
		Available	Balance		
Budget	Expenses			Projection	
\$2,382,741	\$819,957	\$1,562,784		\$1,893,627	34.41%

Overall year to date expenses are \$819,957, which represents 34.41% expended. The expenses are below the expected amount for March 2024 primarily due to vacancies earlier during the year and lower than anticipated other current charges.

001 - HUMAN RESOURCES

FY24				
FY24 Amended Budget	FY24 YTD Expenses	Available Balance	FY24 Annual Projection	% Expended
\$3,628,450	\$295,976	\$3,332,474	\$596,037	8.16%

Overall year to date expenses are \$295,976, which represents 8.16% expended. Expenditures are lower than budget, primarily due to the Salary Adjustment, which will be re-allocated for the approved adjustments.

001 - FIRE DEPARTMENT

FY24				
FY24 Amended Budget	FY24 YTD Expenses	Available Balance	FY24 Annual Projection	% Expended
\$26,032,884	\$10,863,330	\$15,169,554	\$20,783,058	41.73%

Overall year to date expenses are \$10,863,330, which represents 41.73% expended. The expenses are below the expected amount for March 2024 primarily for Equipment & Machinery purchases.

001 - POLICE DEPARTMENT

FY24				
FY24 Amended Budget	FY24 YTD Expenses	Available Balance	FY24 Annual Projection	% Expended
\$24,423,432	\$9,688,266	\$14,735,165	\$20,003,874	39.67%

Overall year to date expenses are \$9,688,266, which represents 39.67% expended. The expenses are below the expected amount for March 2024 primarily for Operating Supplies and Equipment & Machinery purchases.

001 - PS FLEET MANAGEMENT

FY24 Amended Budget	FY24 YTD Expenses	FY24		% Expended
		Available Balance	FY24 Annual Projection	
\$1,397,698	\$587,001	\$810,696	\$1,150,673	42.00%

Overall year to date expenses are \$587,001, which represents 42.% expended. The expenses are on target for March 2024.

001 - PARK AND RECREATION

FY24 Amended Budget	FY24 YTD Expenses	FY24		% Expended
		Available Balance	FY24 Annual Projection	
\$9,616,103	\$2,302,355	\$7,313,748	\$6,234,784	23.94%

Overall year to date expenses are \$2,302,355, which represents 23.94% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily on timing for Equipment Purchases & Building Maintenance/Improvements.

001 - COMMUNITY DEVELOPMENT

FY24 Amended Budget	FY24 YTD Expenses	FY24		% Expended
		Available Balance	FY24 Annual Projection	
\$3,249,579	\$1,082,340	\$2,167,239	\$2,164,679	33.31%

Overall year to date expenses are \$1,082,340 which represents 33.31% expended. The expenses are below the expected amount for March 2024 primarily on timing for Machinery and Equipment purchases.

001 - ECONOMIC DEVELOPMENT

FY24 Amended	FY24 YTD	FY24	FY24 Annual	% Expended
		Available		
Budget	Expenses	Balance	Projection	
\$200,000	\$21,707	\$178,293	\$43,414	10.85%

Overall year to date expenses are \$21,707, which represents 10.85% expended. The expenses are below the expected amount for March 2024 primarily due less than anticipated expenses for Salaries & Benefits and Contractual Services.

001 - INFORMATION TECHNOLOGY

FY24 Amended	FY24 YTD	FY24	FY24 Annual	% Expended
		Available		
Budget	Expenses	Balance	Projection	
\$6,222,543	\$1,878,396	\$4,344,147	\$5,655,415	30.19%

Overall year to date expenses are \$1,878,396, which represents 30.19% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily on timing on Equipment Purchases.

001 - DEBT SERVICE AND TRANSFERS

FY24 Amended	FY24 YTD	FY24	FY24 Annual	% Expended
		Available		
Budget	Expenses	Balance	Projection	
\$7,727,337	(\$241,512)	\$7,968,849	\$7,727,337	-3.13%

Overall year to date expenses are (\$241,512), which represents -3.13% expended. The transfers will be reconciled and trued-up in future months.

Street Improvement Fund

101 - STREET IMPROVEMENTS

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$7,558,504	\$2,643,329	\$4,915,175	\$6,453,759	34.97%

Overall year to date expenses are \$2,643,329, which represents 34.97% expended. The expenses are below the expected amount for March 2024 primarily for Utility Services-Street Lights and Repairs & Maintenance.

Transportation Fund

102 - TRANSPORTATION IMPACT FEES

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$19,957,594	\$131,743	\$19,825,851	\$6,916,993	0.66%

Overall year to date expenses are \$131,743 which represents 0.66% expended of the amended budget. The expenses are well below the expected amount for March 2024 primarily due to slow spending for Capital Improvements Expenses.

Recreation Impact Fees

104 - RECREATION IMPACT FEES

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$2,407,261	\$37,122	\$2,370,139	\$1,207,261	1.54%

Overall year to date expenses are \$37,122, which represents 1.54% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily due to slow spending for Capital Improvements Expenses.

Fire Impact Fees

110 - FIRE IMPACT FEES

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$7,637,757	\$33,833	\$7,603,924	\$1,149,914	0.44%

Overall year to date expenses are \$33,833, which represents 0.44% expended of the amended budget. The expenses are well below the expected amount for March 2024 primarily due to slow spending for Capital Improvements Expenses - Fire Station # 6 and Public Safety Building.

Police Impact Fees

115 - POLICE IMPACT FEES

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$3,497,355	\$2,500	\$3,494,855	\$528,853	0.07%

Overall year to date expenses are \$2,500, which represents 0.07% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily due to slow spending for Capital Improvements Expenses - Public Safety Building.

Stormwater

120 - STORMWATER

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$2,033,122	\$371,808	\$1,661,314	\$1,090,396	18.29%

Overall year to date expenses are \$371,808, which represents 18.29% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily for Professional/Contract Services and Salaries & Benefits.

Water and wastewater Operating Fund

401 - WATER & WASTEWATER OPERATING

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$42,588,012	\$10,965,012	\$31,622,370	\$23,848,177	25.75%

Overall year to date expenses are \$10,965,012, which represents 25.75% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily for Professional Services, Salaries & Benefits and slow spending for Equipment & Machinery Purchases.

Sanitation Fund

402 - SANITATION

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$7,808,545	\$2,426,641	\$5,375,925	\$5,131,284	31.08%

Overall year to date expenses are \$2,426,641, which represents 31.08% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily for slow spending of Equipment & Machinery Purchases and lower than anticipated expenses for Sanitation Tipping Fees.

Water and Wastewater Reuse Fund

403 - WATER & WASTEWATER REUSE

FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$21,381,831	\$1,126,896	\$20,254,935	\$10,322,600	5.27%

Overall year to date expenses are \$1,126,896 which represents 5.27% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily due to slow spending for Capital Purchases and Improvements.

CRA Community Redevelopment

610 - CRA COMMUNITY REDEVELOPMENT				
FY24 Amended Budget	FY24 YTD Expenses	FY24 Available Balance	FY24 Annual Projection	% Expended
\$4,343,599	\$184,837	\$4,158,762	\$644,200	4.26%
Overall year to date expenses are \$184,837, which represents 4.26% expended of the amended budget. The expenses are below the expected amount for March 2024 primarily due to slow spending for Capital Improvement Projects.				

We have attached the City's Budget-to-Actual Detailed Report for the Four-Months Period Ending March 31, 2024 for your review and acceptance.

March - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - March Rev/Expd	FY24 Amended Budgeted	FY24 Current - March Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
GENERAL FUND Revenue Totals		6,238,756	91,014,914	8,633,472	44,991,673	(46,032,962)	77,028,570	84.63%	49.43%
001-1010-512-0000	ADMIN - MAYOR'S OFFICE	-	-	-	-	-	-		
001-1010-512-1200	REGULAR SALARIES AND WAGES	30,479	330,254	30,762	156,315	173,939	330,254	100.00%	47.33%
001-1010-512-1210	LONGEVITY PAY	-	380	-	-	380	380	100.00%	0.00%
001-1010-512-1300	OTHER SALARIES AND WAGES	-	9,750	-	-	9,750	-	0.00%	0.00%
001-1010-512-1600	OTHER REIMBURSED ALLOWANCES	1,154	12,000	1,154	5,769	6,231	11,539	96.15%	48.08%
001-1010-512-2100	FICA TAXES - CITY MATCHING	2,312	23,278	2,347	11,729	11,549	23,457	100.77%	50.39%
001-1010-512-2200	CITY RETIREMENT CONTRIBUTION	2,977	39,819	3,725	18,686	21,133	37,372	93.85%	46.93%
001-1010-512-2300	LIFE AND HEALTH INSURANCE	3,105	41,428	3,417	17,334	24,094	34,667	83.68%	41.84%
001-1010-512-2400	WORKER'S COMPENSATION	39	175	-	50	125	100	57.39%	28.69%
001-1010-512-3100	PROFESSIONAL SERVICES	-	18,000	-	15,000	3,000	18,000	100.00%	83.33%
001-1010-512-4000	TRAVEL & PER DIEM	-	11,000	-	1,051	9,949	2,102	19.11%	9.56%
001-1010-512-4200	FREIGHT & POSTAGE SERVICES	49	1,000	50	139	861	279	27.89%	13.95%
001-1010-512-4400	RENTAL AND LEASES	55	600	-	-	600	-	0.00%	0.00%
001-1010-512-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	2,200	76	347	1,853	693	31.52%	15.76%
001-1010-512-4700	PRINTING SERVICES	-	4,000	43	663	3,337	1,327	33.17%	16.59%
001-1010-512-5100	OFFICE SUPPLIES	333	4,400	-	367	4,033	734	16.68%	8.34%
001-1010-512-5200	OPERATING SUPPLIES	1,307	69,000	615	7,299	61,701	14,598	21.16%	10.58%
001-1010-512-5201	OPERATING SUPPLIES SEAT 1	250	10,000	500	4,450	5,550	8,900	89.00%	44.50%
001-1010-512-5202	OPERATING SUPPLIES SEAT 2	750	10,000	300	3,432	6,568	6,864	68.64%	34.32%
001-1010-512-5203	OPERATING SUPPLIES SEAT 3	-	10,000	3,000	7,000	3,000	14,000	140.00%	70.00%
001-1010-512-5204	OPERATING SUPPLIES SEAT 4	250	10,000	3,300	4,160	5,840	8,320	83.20%	41.60%
001-1010-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	68,750	-	49,231	19,519	68,750	100.00%	71.61%
001-1010-512-5500	TRAINING	-	7,000	-	-	7,000	-	0.00%	0.00%
ADMIN - MAYOR'S OFFICE		43,061	683,034	49,288	303,022	380,011	582,336	85.26%	44.36%
001-1015-514-0001	ADMIN - LEGAL SERVICES	-	-	-	-	-	-		
001-1015-514-1200	REGULAR SALARIES AND WAGES	20,625	70,467	6,453	32,772	37,695	65,544	93.01%	46.51%
001-1015-514-1210	LONGEVITY PAY	-	400	-	-	400	-	0.00%	0.00%
001-1015-514-1400	OVERTIME	-	-	-	61	(61)	61	0.00%	0.00%
001-1015-514-1600	OTHER REIMBURSED ALLOWANCES	231	(0)	-	-	(0)	-	0.00%	0.00%
001-1015-514-2100	FICA TAXES - CITY MATCHING	1,500	5,421	444	2,227	3,194	4,455	82.17%	41.09%
001-1015-514-2200	CITY RETIREMENT CONTRIBUTION	2,484	10,346	942	4,982	5,364	9,964	96.30%	48.15%
001-1015-514-2300	LIFE AND HEALTH INSURANCE	2,939	15,395	1,394	7,045	8,350	14,090	91.52%	45.76%
001-1015-514-2400	WORKERS' COMPENSATION	11	27	-	14	13	29	106.43%	53.21%
001-1015-514-3100	PROFESSIONAL SERVICES	21,596	406,863	70,628	333,438	73,425	666,876	163.91%	81.95%
001-1015-514-3400	OTHER CONTRACTUAL SERVICES	624	8,500	675	3,600	4,900	7,200	84.71%	42.36%
001-1015-514-4000	TRAVEL AND PER DIEM	-	1,500	-	-	1,500	-	0.00%	0.00%
001-1015-514-4200	FREIGHT & POSTAGE SERVICES	1	350	1	1	349	1	0.37%	0.18%
001-1015-514-4400	RENTALS AND LEASES	55	-	-	-	-	-	0.00%	0.00%
001-1015-514-4500	LIABILITY & CASUALTY INSURANCE	236,362	1,690,340	-	452,041	1,238,299	904,083	53.49%	26.74%
001-1015-514-4600	REPAIR & MAINT.-BLDG & EQUIP	-	774	54	262	512	524	67.67%	33.84%
001-1015-514-4700	PRINTING SERVICES	-	80	-	-	80	-	0.00%	0.00%
001-1015-514-4900	OTHER CURRENT CHARGES	3,072	25,100	-	176	24,924	352	1.40%	0.70%
001-1015-514-5100	OFFICE SUPPLIES	-	1,000	-	180	820	361	36.08%	18.04%
001-1015-514-5200	OPERATING SUPPLIES	-	576	-	-	576	-	0.00%	0.00%
001-1015-514-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	688	10,519	672	2,775	7,744	5,550	52.77%	26.38%
001-1015-514-5500	TRAINING	-	1,050	-	-	1,050	-	0.00%	0.00%
ADMIN - LEGAL SERVICES		290,188	2,248,707	81,263	839,574	1,409,133	1,679,088	74.67%	37.34%

March - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - March Rev/Expd	FY24 Amended Budgeted	FY24 Current - March 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	25,428	110,156	12,896	67,201	42,955	134,402	122.01%	61.01%
001-1020-512-1210	LONGEVITY PAY	-	85	-	-	85	85	99.61%	0.00%
001-1020-512-1600	OTHER REIMBURSED ALLOWANCES	1,154	0	-	-	0	-	0.00%	0.00%
001-1020-512-2100	FICA TAXES - CITY MATCHING	1,965	8,464	962	4,999	3,465	9,998	118.13%	59.06%
001-1020-512-2200	CITY RETIREMENT CONTRIBUTION	2,768	11,177	1,085	5,639	5,539	11,277	100.89%	50.45%
001-1020-512-2300	LIFE AND HEALTH INSURANCE	2,252	15,473	1,124	5,674	9,799	11,347	73.34%	36.67%
001-1020-512-2400	WORKERS' COMPENSATION	17	50	-	21	28	43	86.17%	43.08%
001-1020-512-3100	PROFESSIONAL SERVICES	-	223,504	-	-	223,504	223,504	100.00%	0.00%
001-1020-512-4200	FREIGHT & POSTAGE SERVICES	-	250	-	-	250	-	0.00%	0.00%
001-1020-512-4400	RENTALS AND LEASES	723	4,700	-	581	4,119	1,162	24.72%	12.36%
001-1020-512-4600	REPAIR & MAINT.-BLDG & EQUIP	-	1,000	44	182	818	364	36.41%	18.20%
001-1020-512-4650	VEHICLE MAINTENANCE	-	1,200	-	46	1,154	92	7.67%	3.83%
001-1020-512-5100	OFFICE SUPPLIES	-	2,500	-	241	2,259	482	19.28%	9.64%
001-1020-512-5200	OPERATING SUPPLIES	-	2,700	55	70	2,630	140	5.19%	2.59%
001-1020-512-5250	FUEL AND GASOLINE	38	1,000	50	158	842	315	31.50%	15.75%
001-1020-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	710	-	-	710	-	0.00%	0.00%
001-1020-512-5500	TRAINING	-	2,000	-	-	2,000	-	0.00%	0.00%
ADMINISTRATION		34,345	384,969	16,217	84,811	300,158	393,212	16.64%	1.39%
001-1022-519-0009	ADMIN - FACILITIES MAINTENANCE	-	-	-	-	-	-	-	-
001-1022-519-1200	REGULAR SALARIES AND WAGES	23,641	269,911	31,760	152,802	117,108	305,605	113.22%	56.61%
001-1022-519-1210	LONGEVITY PAY	-	1,140	-	-	1,140	1,140	100.00%	0.00%
001-1022-519-1400	OVERTIME PAY	2,241	26,365	3,585	14,780	11,585	29,560	112.12%	56.06%
001-1022-519-2100	FICA TAXES - CITY MATCHING	1,966	22,752	2,622	12,627	10,125	25,254	111.00%	55.50%
001-1022-519-2200	CITY RETIREMENT CONTRIBUTIONS	3,083	43,423	5,160	25,038	18,385	50,076	115.32%	57.66%
001-1022-519-2300	LIFE AND HEALTH INSURANCE	2,191	73,134	6,566	26,798	46,337	53,595	73.28%	36.64%
001-1022-519-2400	WORKERS' COMPENSATION	202	896	-	257	639	514	57.39%	28.70%
001-1022-519-3100	PROFESSIONAL SERVICES	14,035	50,000	4,700	4,700	45,300	9,400	18.80%	9.40%
001-1022-519-3400	OTHER CONTRACTUAL SERVICES	29,708	434,959	24,871	111,775	323,184	223,550	51.40%	25.70%
001-1022-519-4300	UTILITY SERVICES	13,664	200,000	8,362	72,407	127,593	144,815	72.41%	36.20%
001-1022-519-4400	RENTALS AND LEASES	-	17,000	-	450	16,550	900	5.29%	2.65%
001-1022-519-4600	REPAIR & MAINT.-BLDG & EQUIP	33,301	442,975	39,184	172,043	270,932	344,085	77.68%	38.84%
001-1022-519-4650	VEHICLE MAINTENANCE	1,211	8,000	-	238	7,762	475	5.94%	2.97%
001-1022-519-4900	OTHER CURRENT CHARGES	-	18,095	22,860	31,634	(13,539)	63,268	349.65%	174.82%
001-1022-519-5100	OFFICE SUPPLIES	-	7,200	-	-	7,200	-	0.00%	0.00%
001-1022-519-5200	OPERATING SUPPLIES	2,633	123,840	2,460	18,477	105,363	36,955	29.84%	14.92%
001-1022-519-5250	FUEL AND GASOLINE	202	19,859	270	1,907	17,952	3,814	19.20%	9.60%
001-1022-519-5500	TRAINING	-	3,500	-	2,065	1,435	4,130	118.00%	59.00%
001-1022-519-6200	BUILDINGS	8,878	181,603	3,560	5,710	175,893	127,844	70.40%	3.14%
001-1022-519-6400	MACHINERY AND EQUIPMENT	13,500	571,000	30,980	51,547	519,453	208,779	36.56%	9.03%
ADMIN - FACILITIES MAINTENANCE		150,456	2,515,653	186,941	705,256	1,810,397	1,633,760	64.94%	28.03%

March - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - March Rev/Expd	FY24 Amended Budgeted	FY24 Current - March 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	16,258	177,533	16,597	85,217	92,316	170,434	96.00%	48.00%
001-1030-512-1210	LONGEVITY PAY	-	389	-	-	389	389	100.02%	0.00%
001-1030-512-1400	OVERTIME PAY	27	2,400	309	362	2,038	724	30.16%	15.08%
001-1030-512-2100	FICA TAXES - CITY MATCHING	1,224	13,795	1,190	6,184	7,611	12,368	89.66%	44.83%
001-1030-512-2200	CITY RETIREMENT CONTRIBUTION	1,940	26,327	2,468	12,746	13,581	25,491	96.83%	48.41%
001-1030-512-2300	LIFE AND HEALTH INSURANCE	2,718	36,297	3,181	17,483	18,814	34,966	96.33%	48.17%
001-1030-512-2400	WORKERS' COMPENSATION	11	50	-	14	36	29	57.38%	28.69%
001-1030-512-3100	PROFESSIONAL SERVICES	-	1,000	-	-	1,000	-	0.00%	0.00%
001-1030-512-3400	OTHER CONTRACTUAL SERVICES	-	12,200	-	1,556	10,644	3,113	25.51%	12.76%
001-1030-512-4000	TRAVEL & PER DIEM	-	1,500	-	-	1,500	-	0.00%	0.00%
001-1030-512-4200	FREIGHT & POSTAGE SERVICES	22	500	4	137	363	274	54.82%	27.41%
001-1030-512-4400	RENTAL AND LEASES	134	-	-	-	-	-	0.00%	0.00%
001-1030-512-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	578	4,200	315	1,689	2,511	3,377	80.41%	40.21%
001-1030-512-4700	PRINTING SERVICES	-	14,300	-	-	14,300	-	0.00%	0.00%
001-1030-512-4900	OTHER CURRENT CHARGES	681	5,000	95	612	4,389	1,223	24.46%	12.23%
001-1030-512-4902	LEGAL ADVERTISING	73	8,000	532	3,536	4,464	7,071	88.39%	44.20%
001-1030-512-5100	OFFICE SUPPLIES	410	1,500	543	679	821	1,358	90.54%	45.27%
001-1030-512-5200	OPERATING SUPPLIES	800	1,000	85	813	187	1,626	162.65%	81.32%
001-1030-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	250	1,000	-	125	875	250	25.00%	12.50%
001-1030-512-5500	TRAINING	-	1,400	-	-	1,400	-	0.00%	0.00%
ADMIN - CITY CLERK		25,125	308,391	25,318	131,153	177,238	262,695	85.18%	42.53%
001-1120-513-0002	FINANCE - BUDGET AND ACCOUNTING	-	-	-	-	-	-	-	-
001-1120-513-1200	REGULAR SALARIES AND WAGES	53,994	1,261,927	104,721	494,372	767,554	988,745	78.35%	39.18%
001-1120-513-1210	LONGEVITY PAY	-	940	-	-	940	940	100.02%	0.00%
001-1120-513-1400	OVERTIME PAY	359	5,000	1,597	7,219	(2,219)	14,439	288.78%	144.39%
001-1120-513-1600	OTHER REIMBURSED ALLOWANCES	-	480	-	-	480	-	0.00%	0.00%
001-1120-513-2100	FICA TAXES - CITY MATCHING	3,878	93,471	8,046	36,903	56,569	73,806	78.96%	39.48%
001-1120-513-2200	CITY RETIREMENT CONTRIBUTION	6,473	185,180	15,721	73,695	111,485	147,391	79.59%	39.80%
001-1120-513-2300	LIFE AND HEALTH INSURANCE	9,315	312,627	14,822	77,026	235,601	154,053	49.28%	24.64%
001-1120-513-2400	WORKER'S COMPENSATION	51	282	-	64	217	129	45.77%	22.89%
001-1120-513-3100	PROFESSIONAL SERVICES	2,417	78,185	18,580	45,148	33,038	90,295	115.49%	57.74%
001-1120-513-3200	AUDIT SERVICES	10,000	65,000	20,000	30,000	35,000	60,000	92.31%	46.15%
001-1120-513-3400	OTHER CONTRACTUAL SERVICES	17,533	81,500	5,998	48,508	32,992	97,016	119.04%	59.52%
001-1120-513-4000	TRAVEL & PER DIEM	-	10,230	-	-	10,230	5,115	50.00%	0.00%
001-1120-513-4200	FREIGHT & POSTAGE SERVICES	312	4,500	334	1,499	3,001	2,997	66.61%	33.30%
001-1120-513-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	1,484	174	869	615	1,739	117.18%	58.59%
001-1120-513-4700	PRINTING SERVICES	-	3,170	-	817	2,353	1,634	51.55%	25.77%
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	374	5,300	839	1,412	3,888	2,824	53.29%	26.65%
001-1120-513-5200	OPERATING SUPPLIES	449	19,716	989	989	18,727	9,858	50.00%	5.02%
001-1120-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	2,685	-	884	1,801	1,768	65.85%	32.92%
001-1120-513-5500	TRAINING	677	8,885	-	300	8,585	600	6.75%	3.38%
001-1120-513-9101	TRANSFER TO GENERAL FUND	221	-	-	250	(250)	-	0.00%	0.00%
FINANCE - BUDGET AND ACCOUNTING		106,054	2,382,741	191,821	819,957	1,562,784	1,893,627	79.47%	34.41%

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001-1170-513-0004	HUMAN RESOURCES	-	-	-	-	-	-	-	-
001-1170-513-1200	REGULAR SALARIES AND WAGES	27,695	285,412	29,228	147,879	137,532	295,759	103.63%	51.81%
001-1170-513-1210	LONGEVITY PAY	-	205	-	-	205	205	100.23%	0.00%
001-1170-513-1300	OTHER SALARIES AND WAGES	-	15,600	-	-	15,600	-	0.00%	0.00%
001-1170-513-1400	OVERTIME PAY	40	5,000	394	742	4,258	1,484	29.68%	14.84%
001-1170-513-1600	OTHER REIMBURSED ALLOWANCES	46	480	46	231	249	462	96.15%	48.08%
001-1170-513-1700	HUMAN RESOURCES CONTINGENCY	-	2,834,729	-	-	2,834,729	-	0.00%	0.00%
001-1170-513-2100	FICA TAXES - CITY MATCHING	2,075	22,610	2,214	11,074	11,536	22,148	97.96%	48.98%
001-1170-513-2200	CITY RETIREMENT CONTRIBUTION	3,085	42,500	4,076	21,224	21,276	42,448	99.88%	49.94%
001-1170-513-2300	LIFE AND HEALTH INSURANCE	4,310	72,400	4,869	24,728	47,673	49,455	68.31%	34.15%
001-1170-513-2400	WORKER'S COMPENSATION	23	100	-	29	71	57	57.40%	28.70%
001-1170-513-2500	UNEMPLOYMENT COMPENSATION	-	20,000	-	281	19,719	563	2.81%	1.41%
001-1170-513-3100	PROFESSIONAL SERVICES	-	80,000	13,000	13,000	67,000	26,000	32.50%	16.25%
001-1170-513-3400	OTHER CONTRACTUAL SERVICES	-	157,139	-	58,088	99,051	116,177	73.93%	36.97%
001-1170-513-4000	TRAVEL & PER DIEM	-	8,000	60	60	7,940	4,000	50.00%	0.75%
001-1170-513-4200	FREIGHT & POSTAGE SERVICES	16	500	31	85	415	170	34.07%	17.03%
001-1170-513-4400	RENTALS AND LEASES	150	24	-	-	24	-	0.00%	0.00%
001-1170-513-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	1,976	169	829	1,147	1,659	83.94%	41.97%
001-1170-513-4700	PRINTING SERVICES	-	1,550	959	1,047	503	2,094	135.09%	67.54%
001-1170-513-4900	OTHER CURRENT CHARGES	105	6,129	-	2,212	3,917	4,424	72.18%	36.09%
001-1170-513-5100	OFFICE SUPPLIES	363	2,000	337	739	1,261	1,479	73.93%	36.97%
001-1170-513-5200	OPERATING SUPPLIES	521	23,000	-	9,520	13,480	19,040	82.78%	41.39%
001-1170-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	7,596	-	1,471	6,125	2,942	38.73%	19.37%
001-1170-513-5500	TRAINING	3,000	33,000	-	2,736	30,264	5,472	16.58%	8.29%
001-1170-513-6400	EQUIPMENT AND MACHINERY	-	8,000	-	-	8,000	-	0.00%	0.00%
001-1170-513-6800	INTANGIBLE ASSETS	-	500	-	-	500	-	0.00%	0.00%
HUMAN RESOURCES		41,428	3,628,450	55,384	295,976	3,332,474	596,037	16.43%	8.16%
001-2110-522-0005	FIRE - CHIEF'S OFFICE	-	-	-	-	-	-	-	-
001-2110-522-1200	REGULAR SALARIES AND WAGES	77,058	1,016,302	96,959	455,418	560,883	910,837	89.62%	44.81%
001-2110-522-1210	LONGEVITY PAY	-	2,963	-	-	2,963	2,963	100.00%	0.00%
001-2110-522-1225	PROFICIENCY PAY	3,846	72,001	3,846	19,231	52,770	38,463	53.42%	26.71%
001-2110-522-1400	OVERTIME PAY	-	2,857	-	-	2,857	-	0.00%	0.00%
001-2110-522-1500	SPECIAL PAY	435	9,141	435	2,174	6,968	4,347	47.55%	23.78%
001-2110-522-1600	OTHER REIMBURSED ALLOWANCES	138	1,920	-	-	1,920	-	0.00%	0.00%
001-2110-522-2100	FICA TAXES - CITY MATCHING	5,795	81,887	7,237	33,620	48,267	67,239	82.11%	41.06%
001-2110-522-2200	CITY RETIREMENT CONTRIBUTION	15,454	278,048	23,955	115,831	162,217	231,662	83.32%	41.66%
001-2110-522-2300	LIFE AND HEALTH INSURANCE	14,424	273,536	18,473	92,966	180,571	185,931	67.97%	33.99%
001-2110-522-2400	WORKER'S COMPENSATION	1,101	7,426	-	1,399	6,027	2,798	37.68%	18.84%
001-2110-522-3100	PROFESSIONAL SERVICES	20,000	20,000	49	98	19,902	10,000	50.00%	0.49%
001-2110-522-3400	OTHER CONTRACTUAL SERVICES	-	70,529	24,800	69,673	856	139,345	197.57%	98.79%
001-2110-522-4000	TRAVEL & PER DIEM	-	21,250	-	14,281	6,969	28,562	134.41%	67.20%
001-2110-522-4200	FREIGHT & POSTAGE SERVICES	90	1,800	61	481	1,319	962	53.47%	26.73%
001-2110-522-4300	UTILITY SERVICES	9,716	146,400	5,951	53,640	92,760	107,281	73.28%	36.64%
001-2110-522-4400	RENTAL AND LEASES	3,028	36,500	2,548	15,320	21,180	30,640	83.95%	41.97%
001-2110-522-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	2,500	-	-	2,500	-	0.00%	0.00%
001-2110-522-4650	VEHICLE MAINTENANCE	-	2,500	-	961	1,539	1,921	76.84%	38.42%
001-2110-522-4700	PRINTING SERVICES	-	2,800	-	-	2,800	-	0.00%	0.00%
001-2110-522-5100	OFFICE SUPPLIES	182	10,000	607	5,011	4,989	10,023	100.23%	50.11%
001-2110-522-5200	OPERATING SUPPLIES	7,110	43,000	2,312	24,022	18,978	48,045	111.73%	55.87%
001-2110-522-5250	FUEL AND GASOLINE	454	7,750	474	3,211	4,539	6,423	82.88%	41.44%
001-2110-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	250	14,725	725	2,611	12,114	5,222	35.46%	17.73%
001-2110-522-5500	TRAINING	-	11,570	-	2,973	8,597	7,135	61.67%	25.70%

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001-2110-522-6400	EQUIPMENT AND MACHINERY	-	350,000	-	-	350,000	-	0.00%	0.00%
001-2110-522-6800	INTANGIBLE ASSETS	3,672	258,439	-	-	258,439	173,194	67.02%	0.00%
	FIRE - CHIEF'S OFFICE	162,754	2,745,843	188,432	912,921	1,832,922	2,012,992	73.31%	33.25%

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Account	Account Description	FY23 Prior - March	FY24 Amended	FY24 Current - March	FY24 YTD	FY24 Balance	FY24 Annual	Annual %	YTD %
		Rev/Expd	Budgeted	Rev/Expd	Rev/Expd	Excess/Deficit	Projection		
001-2120-522-1200	REGULAR SALARIES AND WAGES	311,566	3,507,587	345,794	1,705,990	1,801,597	3,411,980	97.27%	48.64%
001-2120-522-1210	LONGEVITY PAY	-	7,465	-	-	7,465	7,465	100.00%	0.00%
001-2120-522-1400	OVERTIME PAY	34,881	155,720	44,317	246,908	(91,188)	493,815	317.12%	158.56%
001-2120-522-1500	SPECIAL PAY	221	6,140	221	1,164	4,976	2,327	37.91%	18.95%
001-2120-522-2100	FICA TAXES - CITY MATCHING	25,821	283,579	29,044	144,687	138,892	289,374	102.04%	51.02%
001-2120-522-2200	CITY RETIREMENT CONTRIBUTION	68,024	930,268	94,888	484,850	445,418	969,700	104.24%	52.12%
001-2120-522-2300	LIFE AND HEALTH INSURANCE	53,926	906,856	71,295	352,823	554,034	705,645	77.81%	38.91%
001-2120-522-2400	WORKER'S COMPENSATION	9,045	41,954	-	11,493	30,461	22,986	54.79%	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	8,124	8,124	11,876	16,248	81.24%	40.62%
001-2120-522-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	55,219	178,848	14,435	93,387	85,461	186,774	104.43%	52.22%
001-2120-522-4650	VEHICLE MAINTENANCE	10,372	195,000	6,036	68,713	126,287	137,427	70.48%	35.24%
001-2120-522-4850	PUBLIC RELATIONS	-	53,000	472	4,160	48,840	8,319	15.70%	7.85%
001-2120-522-5200	OPERATING SUPPLIES	27,523	928,454	53,348	188,363	740,091	376,726	40.58%	20.29%
001-2120-522-5250	FUEL AND GASOLINE	9,172	98,400	8,329	51,167	47,233	102,333	104.00%	52.00%
001-2120-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	399	9,700	-	5,992	3,708	11,984	123.54%	61.77%
001-2120-522-5500	TRAINING	1,095	77,500	7,360	12,558	64,942	25,115	32.41%	16.20%
001-2120-522-6200	BUILDINGS	-	85,000	-	31,835	53,165	63,670	74.91%	37.45%
001-2120-522-6400	EQUIPMENT AND MACHINERY	56,256	2,984,841	61,890	1,381,554	1,603,287	1,492,421	50.00%	46.29%
2120 FIRE SUPPRESSION		663,519	10,472,311	745,554	4,793,767	5,678,545	8,324,310	79.49%	45.78%
001-2130-526-0007	FIRE - EMERGENCY MEDICAL SERVICE	-	-	-	-	-	-	-	-
001-2130-526-1200	REGULAR SALARIES AND WAGES	429,604	5,232,013	490,950	2,455,346	2,776,667	4,910,692	93.86%	46.93%
001-2130-526-1210	LONGEVITY PAY	-	15,959	-	-	15,959	15,959	100.00%	0.00%
001-2130-526-1225	PROFICIENCY PAY	42,549	563,014	41,011	207,669	355,345	415,338	73.77%	36.89%
001-2130-526-1400	OVERTIME PAY	97,589	191,400	77,343	452,891	(261,491)	905,782	473.24%	236.62%
001-2130-526-1500	SPECIAL PAY	2,337	33,442	2,379	11,895	21,547	23,789	71.14%	35.57%
001-2130-526-2100	FICA TAXES - CITY MATCHING	42,353	450,442	45,302	229,296	221,146	458,592	101.81%	50.90%
001-2130-526-2200	CITY RETIREMENT CONTRIBUTION	116,866	1,580,139	156,479	771,989	808,149	1,543,979	97.71%	48.86%
001-2130-526-2300	LIFE AND HEALTH INSURANCE	73,755	1,218,960	83,350	425,461	793,499	850,922	69.81%	34.90%
001-2130-526-2400	WORKER'S COMPENSATION	12,796	59,193	-	16,258	42,935	32,516	54.93%	27.47%
001-2130-526-3400	OTHER CONTRACTUAL SERVICES	16,087	666,000	7,516	42,626	623,374	85,253	12.80%	6.40%
001-2130-526-4100	COMMUNICATIONS SERVICES	-	7,200	-	-	7,200	-	0.00%	0.00%
001-2130-526-4400	RENTAL AND LEASES	1,641	20,000	2,086	8,694	11,306	17,389	86.94%	43.47%
001-2130-526-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	5,617	37,000	-	4,547	32,453	9,094	24.58%	12.29%
001-2130-526-4650	VEHICLE MAINTENANCE	3,841	141,827	2,851	129,688	12,139	259,376	182.88%	91.44%
001-2130-526-4700	PRINTING SERVICES	-	1,500	-	-	1,500	-	0.00%	0.00%
001-2130-526-4950	EMS BILLING EXPENSE	7,024	108,200	-	21,805	86,395	43,609	40.30%	20.15%
001-2130-526-4951	EMS PEMT EXPENSE	-	-	-	169,363	(169,363)	169,363	0.00%	0.00%
001-2130-526-5200	OPERATING SUPPLIES	25,191	290,700	26,524	106,757	183,943	213,514	20.54%	36.72%
001-2130-526-5250	FUEL AND GASOLINE	5,498	68,400	5,026	29,859	38,541	59,717	0.00%	43.65%
001-2130-526-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,500	-	-	1,500	-	9234.36%	0.00%
001-2130-526-5500	TRAINING	640	228,500	10,937	69,258	159,242	138,515	127.95%	30.31%
001-2130-526-6400	EQUIPMENT AND MACHINERY	-	1,899,342	3,240	3,240	1,896,102	292,356	0.00%	0.17%
2130 FIRE EMS		883,387	12,814,730	954,992	5,156,642	7,658,088	10,445,755	81.51%	40.24%
FIRE DEPARTMENT		1,709,661	26,032,884	1,888,978	10,863,330	15,169,554	20,783,058	79.83%	41.73%
001-2210-521-0012	POLICE - CHIEF'S OFFICE	-	-	-	-	-	-	-	-

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		Rev/Expd	Budgeted	Rev/Expd	Rev/Expd	Excess/Deficit	Projection		
001-2210-521-1200	REGULAR SALARIES AND WAGES	56,570	616,887	59,252	294,310	322,578	588,619	95.42%	47.71%
001-2210-521-1210	LONGEVITY PAY	-	1,803	-	-	1,803	1,803	100.00%	0.00%
001-2210-521-1225	PROFICIENCY PAY	48	500	96	481	19	962	192.21%	96.10%
001-2210-521-1400	OVERTIME PAY	1,827	12,000	117	7,090	4,910	14,181	118.17%	59.09%
001-2210-521-1500	SPECIAL PAY	600	6,240	600	3,000	3,240	6,000	96.15%	48.08%
001-2210-521-1600	OTHER REIMBURSED ALLOWANCES	92	960	92	462	498	923	96.15%	48.08%
001-2210-521-2100	FICA TAXES - CITY MATCHING	4,230	38,394	4,252	21,461	16,933	42,923	111.79%	55.90%
001-2210-521-2200	CITY RETIREMENT CONTRIBUTION	4,207	55,786	5,101	26,660	29,126	53,320	95.58%	47.79%
001-2210-521-2300	LIFE AND HEALTH INSURANCE	8,472	116,585	9,398	47,813	68,772	95,626	82.02%	41.01%
001-2210-521-2400	WORKER'S COMPENSATION	500	2,213	-	635	1,578	1,270	57.39%	28.70%
001-2210-521-3100	PROFESSIONAL SERVICES	1,479	18,200	1,161	4,454	13,747	8,907	48.94%	24.47%
001-2210-521-4000	TRAVEL & PER DIEM	745	12,300	786	1,609	10,691	3,218	26.16%	13.08%
001-2210-521-4200	FREIGHT & POSTAGE SERVICES	317	10,000	364	2,803	7,197	5,606	56.06%	28.03%
001-2210-521-4300	UTILITY SERVICES	13,742	57,750	1,199	15,332	42,418	30,663	53.10%	26.55%
001-2210-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	28,300	230	1,447	26,853	2,895	10.23%	5.11%
001-2210-521-4650	VEHICLE MAINTENANCE	126	17,000	-	859	16,141	1,717	10.10%	5.05%
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	-	3,250	27	379	2,871	757	23.31%	11.65%
001-2210-521-5200	OPERATING SUPPLIES	5,670	46,100	1,665	12,308	33,792	24,616	53.40%	26.70%
001-2210-521-5202	OPERATING GRANTS	13,856	-	-	-	-	-	0.00%	0.00%
001-2210-521-5250	FUEL AND GASOLINE	344	9,000	612	3,030	5,970	6,060	67.34%	33.67%
001-2210-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	575	6,600	1,150	2,820	3,780	5,640	85.45%	42.73%
001-2210-521-5500	TRAINING	-	78,300	-	7,350	70,950	14,699	18.77%	9.39%
001-2210-521-6300	IMPROVEMENTS OTHER THAN BLDGS.	-	8,000	-	-	8,000	-	0.00%	0.00%
001-2210-521-6400	EQUIPMENT AND MACHINERY	60,639	12,348	-	62	12,286	30,159	0.00%	0.00%
REGULAR SALARIES AND WAGES		174,040	1,165,092	86,102	454,363	710,729	940,565	80.73%	39.00%
001-2220-521-0014	POLICE - FIELD SERVICES	-	-	-	-	-	-	-	-
001-2220-521-1200	REGULAR SALARIES AND WAGES	471,800	6,006,418	569,209	3,033,929	2,972,489	6,067,858	101.02%	50.51%
001-2220-521-1210	LONGEVITY PAY	-	13,727	-	-	13,727	13,727	100.00%	0.00%
001-2220-521-1225	PROFICIENCY PAY	1,539	19,656	2,404	11,923	7,734	23,845	121.31%	60.66%
001-2220-521-1400	OVERTIME PAY	40,012	271,240	28,491	191,838	79,402	383,675	141.45%	70.73%
001-2220-521-1500	SPECIAL PAY	4,375	71,563	4,443	22,023	49,540	44,046	61.55%	30.77%
001-2220-521-1600	OTHER REIMBURSED ALLOWANCES	188	2,440	235	1,173	1,267	2,346	96.15%	48.08%
001-2220-521-2100	FICA TAXES - CITY MATCHING	38,265	482,835	44,625	239,493	243,343	478,985	99.20%	49.60%
001-2220-521-2200	CITY RETIREMENT CONTRIBUTION	102,159	1,588,974	142,485	794,082	794,892	1,588,165	99.95%	49.97%
001-2220-521-2300	LIFE AND HEALTH INSURANCE	76,923	1,431,366	94,766	469,634	961,731	939,269	65.62%	32.81%
001-2220-521-2400	WORKER'S COMPENSATION	8,772	41,150	-	11,144	30,006	22,288	54.16%	27.08%
001-2220-521-3100	PROFESSIONAL SERVICES	725	21,500	375	6,375	15,125	12,750	59.30%	29.65%
001-2220-521-3400	OTHER CONTRACTUAL SERVICES	128	4,320	136	1,348	2,972	2,696	62.41%	31.20%
001-2220-521-4000	TRAVEL & PER DIEM	-	8,500	-	465	8,035	930	10.94%	5.47%
001-2220-521-4100	COMMUNICATIONS SERVICES	402	5,280	-	1,598	3,682	3,197	60.55%	30.27%
001-2220-521-4400	RENTALS & LEASES	556	6,500	-	-	6,500	-	0.00%	0.00%
001-2220-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	208	41,900	1,953	8,529	33,371	17,059	40.71%	20.36%
001-2220-521-4650	VEHICLE MAINTENANCE	5,382	180,000	21,013	79,277	100,723	158,555	88.09%	44.04%
001-2220-521-4651	VEHICLE MAINT-INSURANCE PROCEED RECOVERY	(9,911)	-	-	-	-	-	0.00%	0.00%
001-2220-521-4700	PRINTING SERVICES	-	8,800	-	-	8,800	-	0.00%	0.00%
001-2220-521-5100	OFFICE SUPPLIES	69	10,750	1,879	2,950	7,800	5,901	54.89%	27.44%
001-2220-521-5200	OPERATING SUPPLIES	11,681	1,312,630	53,545	140,020	1,172,610	280,040	21.33%	10.67%
001-2220-521-5202	OPERATING GRANTS	578	-	-	-	-	-	0.00%	0.00%
001-2220-521-5250	FUEL AND GASOLINE	18,852	275,000	18,158	100,275	174,725	200,549	72.93%	36.46%
001-2220-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	880	5,500	840	885	4,615	2,750	50.00%	16.09%

March - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior -	FY24	FY24	FY24 YTD	FY24 Balance	FY24 Annual	Annual %	YTD %
		March	Amended	Current - March	Rev/Expd	Excess/Deficit	Projection		
		Rev/Expd	Budgeted		Rev/Expd				
001-2220-521-5500	TRAINING	1,714	40,650	1,812	15,875	24,775	20,325	50.00%	39.05%
001-2220-521-6400	EQUIPMENT AND MACHINERY	58,233	1,384,000	-	427	1,383,573	461,333	33.33%	0.03%
POLICE - FIELD SERVICES		833,531	13,234,699	986,368	5,133,263	8,101,436	10,730,289	81.08%	38.79%
001-2230-521-0015	POLICE - SUPPORT SERVICES	-	-	-	-	-	-	-	-
001-2230-521-1200	REGULAR SALARIES AND WAGES	336,596	3,841,889	338,283	1,723,061	2,118,828	3,446,122	89.70%	44.85%
001-2230-521-1210	LONGEVITY PAY	-	13,851	-	-	13,851	13,851	100.00%	0.00%
001-2230-521-1225	PROFICIENCY PAY	1,491	15,507	3,750	18,345	(2,838)	36,691	236.60%	118.30%
001-2230-521-1300	OTHER SALARIES AND WAGES	-	2,500	-	-	2,500	-	0.00%	0.00%
001-2230-521-1400	OVERTIME PAY	17,794	165,783	27,387	164,568	1,215	329,136	198.53%	99.27%
001-2230-521-1500	SPECIAL PAY	3,416	34,324	3,407	16,959	17,365	33,918	98.82%	49.41%
001-2230-521-1600	OTHER REIMBURSED ALLOWANCES	1,608	18,680	1,608	8,039	10,642	16,078	86.07%	43.03%
001-2230-521-2100	FICA TAXES - CITY MATCHING	26,227	305,491	27,252	139,574	165,917	279,148	91.38%	45.69%
001-2230-521-2200	CITY RETIREMENT CONTRIBUTION	57,677	821,032	64,321	337,821	483,212	675,641	82.29%	41.15%
001-2230-521-2300	LIFE AND HEALTH INSURANCE	53,647	823,713	54,050	279,022	544,691	558,045	67.75%	33.87%
001-2230-521-2400	WORKER'S COMPENSATION	4,972	22,245	-	6,318	15,927	12,636	56.80%	28.40%
001-2230-521-3100	PROFESSIONAL SERVICES	1,067	16,000	836	3,558	12,442	7,116	44.48%	22.24%
001-2230-521-4000	TRAVEL & PER DIEM	-	7,750	-	1,285	6,465	2,570	33.16%	16.58%
001-2230-521-4100	COMMUNICATIONS SERVICES	271	11,000	306	1,294	9,706	2,587	23.52%	11.76%
001-2230-521-4400	RENTAL AND LEASES	525	10,000	-	-	10,000	-	0.00%	0.00%
001-2230-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	936	115,525	-	71,450	44,075	142,900	123.70%	61.85%
001-2230-521-4650	VEHICLE MAINTENANCE	4,346	65,000	3,540	17,913	47,087	35,826	55.12%	27.56%
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	281	6,000	-	1,084	4,916	2,167	36.12%	18.06%
001-2230-521-5200	OPERATING SUPPLIES	2,041	78,000	1,523	12,535	65,465	25,069	32.14%	16.07%
001-2230-521-5250	FUEL AND GASOLINE	5,549	85,000	5,933	34,267	50,733	68,535	80.63%	40.31%
001-2230-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	40	2,700	276	1,002	1,698	2,004	74.21%	37.10%
001-2230-521-5500	TRAINING	199	23,500	4,144	10,659	12,841	21,318	90.71%	45.36%
001-2230-521-6400	EQUIPMENT AND MACHINERY	76,076	400,065	-	60	400,005	107,303	26.82%	0.02%
001-2230-521-6800	INTANGIBLE ASSETS	3,672	-	-	-	-	-	0.00%	0.00%
POLICE - SUPPORT SERVICES		598,431	6,894,557	536,616	2,848,813	4,045,743	5,818,660	84.39%	41.32%
001-2235-521-0016	POLICE - SCHOOL CROSSING GUARDS	-	-	-	-	-	-	-	-
001-2235-521-1300	OTHER SALARIES AND WAGES	14,100	206,960	15,797	85,926	121,034	171,852	0.00%	0.00%
001-2235-521-2100	FICA TAXES - CITY MATCHING	1,079	15,832	1,208	6,573	9,259	13,146	83.03%	41.52%
001-2235-521-2400	WORKER'S COMPENSATION	1,235	5,470	-	1,570	3,900	3,139	57.39%	28.70%
001-2235-521-5200	OPERATING SUPPLIES	482	4,400	-	1,789	2,611	3,579	81.33%	40.67%
2235 POLICE CROSSING GUARDS		16,896	232,662	17,006	95,858	136,804	191,716	82.40%	41.20%
001-2250-519-0016	POLICE - COMMUNICATIONS/DISPATCH	-	-	-	-	-	-	-	-
001-2250-519-1200	REGULAR SALARIES AND WAGES	111,151	1,579,454	130,381	669,642	909,812	1,339,284	84.79%	42.40%
001-2250-519-1210	LONGEVITY PAY	-	3,820	-	-	3,820	3,820	99.99%	0.00%
001-2250-519-1225	PROFICIENCY PAY	96	4,502	481	2,250	2,252	4,500	99.95%	49.98%
001-2250-519-1300	OTHER SALARIES AND WAGES	417	47,206	-	-	47,206	-	0.00%	0.00%
001-2250-519-1400	OVERTIME PAY	30,339	187,097	33,091	162,454	24,643	324,908	173.66%	86.83%
001-2250-519-1600	OTHER REIMBURSED ALLOWANCES	46	480	-	-	480	-	0.00%	0.00%
001-2250-519-2100	FICA TAXES - CITY MATCHING	10,337	139,299	12,017	61,319	77,980	122,638	88.04%	44.02%
001-2250-519-2200	CITY RETIREMENT CONTRIBUTION	16,405	259,153	22,538	120,808	138,345	241,616	93.23%	46.62%
001-2250-519-2300	LIFE AND HEALTH INSURANCE	24,607	532,060	26,865	120,219	411,840	240,438	45.19%	22.60%
001-2250-519-2400	WORKER'S COMPENSATION	101	449	-	129	320	258	57.39%	28.70%
001-2250-519-3100	PROFESSIONAL SERVICES	-	8,250	-	-	8,250	-	0.00%	0.00%
001-2250-519-3400	OTHER CONTRACTUAL SERVICES	85	24,600	-	-	24,600	-	0.00%	0.00%
001-2250-519-4000	TRAVEL & PER DIEM	-	3,400	-	-	3,400	-	0.00%	0.00%
001-2250-519-4100	COMMUNICATIONS SERVICES	989	15,800	-	-	15,800	-	0.00%	0.00%

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Account	Account Description	FY23 Prior - March	FY24 Amended	FY24 Current - March	FY24 YTD	FY24 Balance	FY24 Annual	Annual %	YTD %
		Rev/Expd	Budgeted	Rev/Expd	Rev/Expd	Excess/Deficit	Projection		
001-2250-519-4300	UTILITY SERVICES	-	44,550	3,746	15,748	28,802	31,496	70.70%	35.35%
001-2250-519-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	7,992	129	380	7,612	761	9.52%	4.76%
001-2250-519-5100	OFFICE SUPPLIES	-	7,000	-	335	6,665	671	9.59%	4.79%
001-2250-519-5200	OPERATING SUPPLIES	-	7,150	131	1,028	6,122	2,055	28.75%	14.37%
001-2250-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	3,760	-	-	3,760	-	0.00%	0.00%
001-2250-519-5500	TRAINING	-	20,400	225	1,657	18,743	10,200	50.00%	8.12%
2250 DISPATCH		194,573	2,896,422	229,604	1,155,970	1,740,453	2,322,645	80.19%	39.91%
POLICE DEPARTMENT		1,817,472	24,423,432	1,855,695	9,688,266	14,735,165	20,003,874	81.90%	39.67%
001-3310-519-0017	PUBLIC SERVICES - FLEET MANAGEMENT	-	-	-	-	-	-	-	-
001-3310-519-1200	REGULAR SALARIES AND WAGES	56,568	736,191	66,032	336,988	399,204	673,975	91.55%	45.77%
001-3310-519-1210	LONGEVITY PAY	-	2,535	-	-	2,535	-	0.00%	0.00%
001-3310-519-1400	OVERTIME PAY	327	10,000	6,270	9,453	547	18,906	189.06%	94.53%
001-3310-519-1600	OTHER REIMBURSED ALLOWANCES	46	480	46	231	249	462	96.15%	48.07%
001-3310-519-2100	FICA TAXES - CITY MATCHING	4,137	61,139	5,339	25,182	35,958	50,363	82.37%	41.19%
001-3310-519-2200	CITY RETIREMENT CONTRIBUTION	6,782	116,684	10,557	52,589	64,095	105,178	90.14%	45.07%
001-3310-519-2300	LIFE AND HEALTH INSURANCE	13,104	247,541	13,980	76,314	171,227	152,627	61.66%	30.83%
001-3310-519-2400	WORKER'S COMPENSATION	775	3,433	-	985	2,448	1,970	57.39%	28.70%
001-3310-519-3400	OTHER CONTRACTUAL SERVICES	202	2,260	-	-	2,260	-	0.00%	0.00%
001-3310-519-4000	TRAVEL & PER DIEM	32	6,600	15	358	6,242	716	10.84%	5.42%
001-3310-519-4200	FREIGHT & POSTAGE SERVICES	-	100	-	-	100	-	0.00%	0.00%
001-3310-519-4300	UTILITY SERVICES	1,469	10,500	1,086	6,353	4,147	12,705	121.00%	60.50%
001-3310-519-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	89,000	482	18,671	70,329	37,343	41.96%	20.98%
001-3310-519-4650	VEHICLE MAINTENANCE	1,240	10,000	2,041	2,164	7,836	4,327	43.27%	21.64%
001-3310-519-5100	OFFICE SUPPLIES	97	2,000	-	397	1,603	793	39.66%	19.83%
001-3310-519-5200	OPERATING SUPPLIES	1,013	35,350	2,381	16,365	18,985	32,730	92.59%	46.29%
001-3310-519-5250	FUEL AND GASOLINE	186	9,134	416	1,793	7,341	3,586	39.26%	19.63%
001-3310-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,250	-	-	1,250	-	0.00%	0.00%
001-3310-519-5500	TRAINING	-	3,500	2,495	2,495	1,005	4,990	142.57%	71.29%
001-3310-519-6400	EQUIPMENT AND MACHINERY	-	50,000	-	36,665	13,335	50,000	100.00%	73.33%
PUBLIC SERVICES - FLEET MANAGEMENT		85,977	1,397,698	111,141	587,001	810,696	1,150,673	82.33%	42.00%
001-3512-539-0020	PUBLIC SERVICES - CEMETERY	-	-	-	-	-	-	-	-
001-3512-539-1200	REGULAR SALARIES AND WAGES	7,788	89,291	8,177	41,528	47,763	83,057	93.02%	46.51%
001-3512-539-1210	LONGEVITY PAY	-	524	-	-	524	-	0.00%	0.00%
001-3512-539-1400	OVERTIME PAY	60	1,550	-	30	1,520	60	3.88%	1.94%
001-3512-539-2100	FICA TAXES - CITY MATCHING	559	6,989	581	2,923	4,066	5,847	83.65%	41.83%
001-3512-539-2200	CITY RETIREMENT CONTRIBUTION	935	13,339	609	3,213	10,126	6,426	48.18%	24.09%
001-3512-539-2300	LIFE AND HEALTH INSURANCE	2,199	29,355	2,422	12,293	17,062	24,586	83.75%	41.88%
001-3512-539-2400	WORKER'S COMPENSATION	324	1,435	-	412	1,023	823	57.39%	28.70%
001-3512-539-3100	PROFESSIONAL SERVICES	-	75,000	-	-	75,000	75,000	100.00%	0.00%
001-3512-539-4300	UTILITY SERVICES	-	-	159	606	(606)	1,212	0.00%	0.00%
001-3512-539-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	36,000	-	-	36,000	-	0.00%	0.00%
001-3512-539-4650	VEHICLE MAINTENANCE	98	4,000	666	1,153	2,847	2,306	57.66%	28.83%
001-3512-539-5200	OPERATING SUPPLIES	304	12,815	4,802	5,645	7,170	11,291	88.11%	44.05%
001-3512-539-5250	FUEL AND GASOLINE	321	5,000	228	1,840	3,160	3,681	73.61%	36.81%
001-3512-539-6200	BUILDINGS	-	239,382	-	-	239,382	119,691	50.00%	0.00%
001-3512-539-6300	INFRASTRUCTURE	-	135,000	-	-	135,000	67,500	50.00%	0.00%
PUBLIC SERVICES - CEMETERY		12,587	649,680	17,645	69,644	580,036	401,480	61.80%	10.72%

March - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - March Rev/Expd	FY24 Amended Budgeted	FY24 Current - March Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
001-3513-572-0021	PUBLIC SERVICES - GROUNDS	-	-	-	-	-	-	-	-
001-3513-572-4300	UTILITY SERVICES	-	-	1,465	3,185	(3,185)	6,371	0.00%	0.00%
001-3513-572-5200	OPERATING SUPPLIES	182	-	-	-	-	-	0.00%	0.00%
001-3514-572-0022	GROUNDS - ATHLETIC COMPLEXES	-	-	-	-	-	-	0.00%	0.00%
001-3514-572-1200	REGULAR SALARIES AND WAGES	70,642	806,622	62,416	348,081	458,541	696,162	86.31%	43.15%
001-3514-572-1210	LONGEVITY PAY	-	3,101	-	-	3,101	3,101	100.00%	0.00%
001-3514-572-1400	OVERTIME PAY	5,407	10,000	5,166	14,177	(4,177)	28,354	283.54%	141.77%
001-3514-572-1600	OTHER REIMBURSED ALLOWANCES	-	480	46	231	249	462	96.15%	48.07%
001-3514-572-2100	FICA TAXES - CITY MATCHING	5,591	62,746	4,926	26,145	36,601	52,291	83.34%	41.67%
001-3514-572-2200	CITY RETIREMENT CONTRIBUTION	9,063	119,750	9,874	54,049	65,700	108,098	90.27%	45.14%
001-3514-572-2300	LIFE AND HEALTH INSURANCE	19,847	314,129	22,420	113,477	200,652	226,955	72.25%	36.12%
001-3514-572-2400	WORKER'S COMPENSATION	1,095	4,848	-	1,391	3,456	2,782	57.39%	28.70%
001-3514-572-3400	OTHER CONTRACTUAL SERVICES	57,736	899,680	16,334	301,343	598,337	602,686	66.99%	33.49%
001-3514-572-4000	TRAVEL & PER DIEM	8	500	-	-	500	250	50.00%	0.00%
001-3514-572-4200	FREIGHT & POSTAGE SERVICES	-	100	-	-	100	100	100.00%	0.00%
001-3514-572-4300	UTILITY SERVICES	61,271	288,100	6,601	147,533	140,567	295,066	102.42%	51.21%
001-3514-572-4400	RENTALS AND LEASES	-	2,000	-	-	2,000	-	0.00%	0.00%
001-3514-572-4600	REPAIRS AND MAINTENANCE SERVICES	72,030	118,000	3,786	11,435	106,565	22,871	19.38%	9.69%
001-3514-572-4650	VEHICLE MAINTENANCE	5,143	70,000	13,238	39,117	30,883	78,235	111.76%	55.88%
001-3514-572-4900	OTHER CURRENT CHARGES AND OBLIGATIONS	-	2,000	-	-	2,000	-	0.00%	0.00%
001-3514-572-5200	OPERATING SUPPLIES	22,549	334,909	12,510	69,419	265,490	138,837	0.00%	0.00%
001-3514-572-5250	FUEL AND GASOLINE	3,836	60,000	3,140	16,279	43,721	32,559	54.26%	27.13%
001-3514-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	565	-	-	565	-	0.00%	0.00%
001-3514-572-5500	TRAINING	-	2,950	-	240	2,710	1,475	50.00%	8.14%
001-3514-572-6200	BUILDINGS	-	397,283	-	-	397,283	198,641	50.00%	0.00%
001-3514-572-6300	INFRASTRUCTURE	-	367,384	-	5,879	361,505	183,692	50.00%	1.60%
001-3514-572-6400	EQUIPMENT & MACHINERY	-	150,000	-	71,159	78,841	107,159	71.44%	47.44%
PUBLIC SERVICES - GROUNDS		334,400	4,015,146	161,924	1,223,142	2,792,005	2,786,145	69.39%	30.46%
001-3612-572-0023	REC - ATHLETICS	-	-	-	-	-	-	-	-
001-3612-572-1200	REGULAR SALARIES AND WAGES	70,877	796,869	75,989	371,797	425,071	743,594	93.31%	46.66%
001-3612-572-1210	LONGEVITY PAY	-	2,113	-	-	2,113	2,113	100.02%	0.00%
001-3612-572-1300	OTHER SALARIES AND WAGES	12,606	178,850	18,624	90,160	88,690	180,320	100.82%	50.41%
001-3612-572-1400	OVERTIME PAY	1,050	10,550	1,134	4,672	5,878	9,344	88.57%	44.28%
001-3612-572-1600	OTHER REIMBURSED ALLOWANCES	-	2,400	231	1,154	1,246	2,308	96.15%	48.08%
001-3612-572-2100	FICA TAXES - CITY MATCHING	6,370	75,362	7,216	35,065	40,297	70,130	93.06%	46.53%
001-3612-572-2200	CITY RETIREMENT CONTRIBUTION	8,341	117,607	10,949	55,977	61,629	111,955	95.19%	47.60%
001-3612-572-2300	LIFE AND HEALTH INSURANCE	11,744	213,284	14,526	73,625	139,659	147,250	69.04%	34.52%
001-3612-572-2400	WORKER'S COMPENSATION	1,559	6,901	-	1,980	4,921	3,961	57.39%	28.70%
001-3612-572-3400	OTHER CONTRACTUAL SERVICES	4,352	171,075	2,808	55,845	115,230	111,691	65.29%	32.64%
001-3612-572-4000	TRAVEL & PER DIEM	-	2,000	-	300	1,700	600	30.00%	15.00%
001-3612-572-4200	FREIGHT & POSTAGE SERVICES	-	600	-	254	346	508	84.64%	42.32%
001-3612-572-4400	RENTALS AND LEASES	1,056	5,585	-	1,653	3,932	3,305	59.18%	29.59%
001-3612-572-4600	REPAIRS & MAINT. - BLDG. & EQUIPMENT	343	37,353	-	7,320	30,033	14,640	39.19%	19.60%
001-3612-572-4650	VEHICLE MAINTENANCE	233	13,000	112	1,850	11,150	3,700	28.46%	14.23%
001-3612-572-4700	PRINTING SERVICES	-	18,000	208	2,679	15,321	5,358	29.77%	14.88%
001-3612-572-4800	PROMOTIONAL ADVERTISEMENT	471	26,000	866	9,345	16,655	18,691	71.89%	35.94%
001-3612-572-5100	OFFICE SUPPLIES	685	7,000	426	1,014	5,986	2,029	28.98%	14.49%
001-3612-572-5200	OPERATING SUPPLIES	7,710	199,762	25,676	70,442	129,320	140,884	70.53%	35.26%
001-3612-572-5201	APOPKA PROUD CITY EVENTS	1,520	199,000	30,223	93,180	105,820	186,360	93.65%	46.82%
001-3612-572-5203	COMMUNITY EVENTS	2,695	194,000	3,040	18,220	175,780	36,440	18.78%	9.39%
001-3612-572-5206	RECREATION SCHOLARSHIPS - ADVENT HEALTH	-	30,000	-	-	30,000	-	0.00%	0.00%
001-3612-572-5250	FUEL AND GASOLINE	254	20,000	431	1,570	18,430	3,139	15.70%	7.85%
001-3612-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	7,665	-	1,219	6,446	2,438	31.81%	15.90%

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001-3612-572-5500	TRAINING	-	6,600	-	(733)	7,333	(1,466)	-22.21%	-11.11%
001-3612-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	-	1,455,011	-	-	1,455,011	986,369	67.79%	0.00%
001-3612-572-6400	EQUIPMENT AND MACHINERY	-	43,000	-	-	43,000	-	0.00%	0.00%
REC - ATHLETICS		131,867	3,839,586	192,459	898,588	2,940,997	2,785,659	72.55%	23.40%
001-3613-572-0001	REC - ACTIVITIES AND CIVIC EVENTS	-	-	-	-	-	-	-	-
001-3614-572-1200	REGULAR SALARIES AND WAGES	7,618	75,261	5,761	23,620	51,641	47,240	62.77%	31.38%
001-3614-572-1210	LONGEVITY PAY	-	114	-	-	114	-	0.00%	0.00%
001-3614-572-1300	OTHER SALARIES AND WAGES	-	190,900	-	(43)	190,943	(86)	-0.05%	-0.02%
001-3614-572-1400	OVERTIME PAY	20	6,250	187	1,393	4,857	2,786	44.58%	22.29%
001-3614-572-2100	FICA TAXES - CITY MATCHING	584	20,848	455	1,910	18,938	3,821	18.33%	9.16%
001-3614-572-2200	CITY RETIREMENT CONTRIBUTION	823	11,054	211	2,441	8,613	4,882	44.17%	22.08%
001-3614-572-2300	LIFE AND HEALTH INSURANCE	1,159	12,170	1,118	7,194	4,976	14,387	118.22%	59.11%
001-3614-572-2400	WORKER'S COMPENSATION	856	3,790	-	1,087	2,702	2,175	57.39%	28.70%
001-3614-572-3400	OTHER CONTRACTUAL SERVICES	-	200,000	9,927	21,944	178,056	43,888	21.94%	10.97%
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	6,662	48,000	3,962	15,816	32,184	31,632	65.90%	32.95%
001-3614-572-4400	RENTALS AND LEASES	76	7,800	-	-	7,800	-	0.00%	0.00%
001-3614-572-4600	REPAIR & MAINT.-BLDG. & EQUIP.	8,024	65,400	76	9,489	55,911	18,978	29.02%	14.51%
001-3614-572-4650	VEHICLE MAINTENANCE	-	5,000	-	-	5,000	-	0.00%	0.00%
001-3614-572-4700	PRINTING SERVICES	-	5,000	-	435	4,565	870	17.40%	8.70%
001-3614-572-4800	PROMOTIONAL ADVERTISEMENT	-	8,500	25	25	8,475	50	0.59%	0.29%
001-3614-572-5100	OFFICE SUPPLIES	-	4,000	45	108	3,892	216	5.40%	2.70%
001-3614-572-5200	OPERATING SUPPLIES	20,749	95,200	357	6,356	88,844	12,712	13.35%	6.68%
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	3,760	47.12%	23.56%
001-3614-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	-	305,000	-	-	305,000	43,303	14.20%	0.00%
001-3614-572-6400	EQUIPMENT & MACHINERY	-	31,510	-	17,324	14,186	30,884	0.00%	0.00%
CAMP WEWA		46,571	1,111,691	22,124	110,981	1,000,710	261,500	23.52%	9.98%
RECREATION DEPARTMENT		525,424	9,616,103	394,152	2,302,355	7,313,748	6,234,784	64.84%	23.94%
001-4020-515-0025	COMMUNITY DEV - PLANNING	-	-	-	-	-	-	-	-
001-4020-515-1200	REGULAR SALARIES AND WAGES	56,808	681,662	86,414	418,791	262,871	837,582	122.87%	61.44%
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	-	-	-	176	(176)	353	0.00%	0.00%
001-4020-515-2100	FICA TAXES - CITY MATCHING	4,119	49,533	6,268	29,889	19,644	59,778	120.68%	60.34%
001-4020-515-2200	CITY RETIREMENT CONTRIBUTION	4,934	99,646	10,597	52,958	46,688	105,915	106.29%	53.15%
001-4020-515-2300	LIFE AND HEALTH INSURANCE	7,138	163,847	10,644	65,499	98,348	130,997	79.95%	39.98%
001-4020-515-2400	WORKER'S COMPENSATION	270	1,194	-	343	852	686	57.39%	28.70%
001-4020-515-3400	OTHER CONTRACTUAL SERVICES	38,631	538,000	13,200	20,605	517,395	41,210	7.66%	3.83%
001-4020-515-4000	TRAVEL & PER DIEM	-	4,200	-	705	3,495	1,410	33.57%	16.79%
001-4020-515-4100	COMMUNICATIONS SERVICES	-	3,700	-	-	3,700	-	0.00%	0.00%
001-4020-515-4200	FREIGHT & POSTAGE SERVICES	1,186	7,120	759	3,214	3,906	6,427	90.27%	45.14%
001-4020-515-4400	RENTALS AND LEASES	497	2,500	-	-	2,500	-	0.00%	0.00%
001-4020-515-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	57,500	195	48,304	9,196	96,609	168.02%	84.01%
001-4020-515-4650	VEHICLE MAINTENANCE	-	8,000	-	971	7,029	1,941	24.27%	12.13%
001-4020-515-4700	PRINTING SERVICES	140	2,540	550	2,224	316	4,448	175.12%	87.56%
001-4020-515-4902	LEGAL ADVERTISING	1,568	40,000	756	5,068	34,933	10,135	25.34%	12.67%
001-4020-515-5100	OFFICE SUPPLIES	384	12,000	115	1,354	10,646	2,708	22.57%	11.28%
001-4020-515-5200	OPERATING SUPPLIES	-	10,345	4,895	4,895	5,450	9,790	94.63%	47.32%
001-4020-515-5250	FUEL AND GASOLINE	24	6,000	-	61	5,939	121	2.02%	1.01%

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001-4020-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	16	21,765	911	1,877	19,888	3,753	17.24%	8.62%
001-4020-515-5500	TRAINING	-	3,950	-	395	3,555	790	20.00%	10.00%
001-4020-515-6400	EQUIPMENT AND MACHINERY	-	5,105	-	-	5,105	-	0.00%	0.00%
001-4020-515-6800	INTANGIBLE ASSETS	-	35,001	-	-	35,001	-	0.00%	0.00%
4020 PLANNING		115,714	1,773,175	135,303	657,327	1,115,848	1,314,654	74.14%	37.07%

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001-4021-524-0000	COMMUNITY DEV - BUILDING	-	-	-	-	-	-	-	-
001-4021-524-1200	REGULAR SALARIES AND WAGES	73,552	852,964	56,249	293,325	559,639	586,650	68.78%	34.39%
001-4021-524-1210	LONGEVITY PAY	-	1,899	-	-	1,899	-	0.00%	0.00%
001-4021-524-1400	OVERTIME PAY	-	4,000	34	2,412	1,588	4,824	120.60%	60.30%
001-4021-524-1600	OTHER REIMBURSED ALLOWANCES	46	480	-	-	480	-	0.00%	0.00%
001-4021-524-2100	FICA TAXES - CITY MATCHING	5,462	65,058	4,200	22,012	43,046	44,024	67.67%	33.83%
001-4021-524-2200	CITY RETIREMENT CONTRIBUTION	8,147	117,074	7,109	38,760	78,314	77,519	66.21%	33.11%
001-4021-524-2300	LIFE AND HEALTH INSURANCE	10,667	191,259	9,884	48,230	143,029	96,461	50.43%	25.22%
001-4021-524-2400	WORKERS' COMPENSATION	759	3,359	-	964	2,395	1,928	57.39%	28.70%
001-4021-524-4000	TRAVEL AND PER DIEM	-	750	-	-	750	-	0.00%	0.00%
001-4021-524-4200	FREIGHT & POSTAGE SERVICES	13	200	2	58	142	115	57.67%	28.84%
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	69	10,442	1,508	20,884	174.76%	87.38%
001-4021-524-4650	VEHICLE MAINTENANCE	230	7,000	-	1,370	5,630	2,741	39.15%	19.58%
001-4021-524-4700	PRINTING SERVICES	-	550	-	-	550	-	0.00%	0.00%
001-4021-524-5100	OFFICE SUPPLIES	435	5,000	109	876	4,124	1,753	35.06%	17.53%
001-4021-524-5200	OPERATING SUPPLIES	525	3,740	791	1,780	1,960	3,561	95.21%	47.61%
001-4021-524-5250	FUEL AND GASOLINE	562	10,000	462	2,454	7,546	4,909	49.09%	24.54%
001-4021-524-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	4,660	120	2,260	2,400	4,520	97.00%	48.50%
001-4021-524-5500	TRAINING	-	15,325	69	69	15,256	138	0.90%	0.45%
001-4021-524-6400	MACHINERY AND EQUIPMENT	47,938	176,757	-	-	176,757	-	0.00%	0.00%
COMMUNITY DEV - BUILDING		148,335	1,476,404	79,099	425,013	1,051,391	850,025	57.57%	28.79%
COMMUNITY DEVELOPMENT		264,050	3,249,579	214,402	1,082,340	2,167,239	2,164,679	66.61%	33.31%
001-4022-515-0025	ECONOMIC DEVELOPMENT	-	-	-	-	-	-	-	-
001-4022-515-1200	REGULAR SALARIES AND WAGES	-	108,000	12,019	16,827	91,173	33,654	31.16%	15.58%
001-4022-515-2100	FICA TAXES - CITY MATCHING	-	9,180	920	1,287	7,893	2,575	28.05%	14.02%
001-4022-515-2200	CITY RETIREMENT CONTRIBU	-	14,000	1,755	2,457	11,543	4,913	35.10%	17.55%
001-4022-515-2300	LIFE AND HEALTH INSURANCE	-	10,151	123	594	9,557	1,188	11.70%	5.85%
001-4022-515-3400	OTHER CONTRACTUAL SERVICES	-	30,000	-	-	30,000	-	0.00%	0.00%
001-4022-515-4000	TRAVEL & PER DIEM	-	10,000	-	-	10,000	-	0.00%	0.00%
001-4022-515-5200	OPERATING SUPPLIES	-	8,669	-	542	8,127	1,084	12.50%	6.25%
001-4022-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	10,000	-	-	10,000	-	0.00%	0.00%
4022 ECONOMIC DEVELOPMENT		-	200,000	14,817	21,707	178,293	43,414	21.71%	10.85%
001-5110-519-0000	INFORMATION TECHNOLOGY	-	-	-	-	-	-	-	-
001-5110-519-1200	REGULAR SALARIES AND WAGES	62,155	881,656	73,989	356,252	525,403	712,505	80.81%	40.41%
001-5110-519-1210	LONGEVITY PAY	-	1,699	-	-	1,699	-	0.00%	0.00%
001-5110-519-1400	OVERTIME PAY	241	9,642	305	1,751	7,891	3,501	36.31%	18.16%
001-5110-519-1600	OTHER REIMBURSED ALLOWANCES	46	480	46	231	249	462	96.23%	48.12%
001-5110-519-2100	FICA TAXES - CITY MATCHING	4,553	64,820	5,425	25,897	38,923	51,795	79.91%	39.95%
001-5110-519-2200	CITY RETIREMENT CONTRIBUTION	7,437	130,448	10,854	54,285	76,163	108,569	83.23%	41.61%
001-5110-519-2300	LIFE AND HEALTH INSURANCE	10,632	231,522	12,700	63,877	167,644	127,755	55.18%	27.59%
001-5110-519-2400	WORKERS' COMPENSATION	39	213	-	50	163	100	47.14%	23.57%
001-5110-519-3400	OTHER CONTRACTUAL SERVICES	3,520	476,800	212	245,682	231,118	491,364	103.05%	51.53%
001-5110-519-4100	COMMUNICATIONS SERVICES	17,398	291,480	28,823	114,073	177,407	228,146	78.27%	39.14%
001-5110-519-4200	FREIGHT & POSTAGE SERVICES	-	400	25	25	375	60	15.00%	6.25%
001-5110-519-4600	REPAIR & MAINT.-BLDG & EQUIP	122,071	1,645,558	255,780	934,916	710,642	1,645,558	100.00%	56.81%
001-5110-519-4650	VEHICLE MAINTENANCE	442	1,000	-	-	1,000	-	0.00%	0.00%
001-5110-519-5100	OFFICE SUPPLIES	120	3,000	-	1,046	1,954	2,093	69.75%	34.88%
001-5110-519-5200	OPERATING SUPPLIES	6,485	304,690	15,699	65,448	239,242	130,896	42.96%	21.48%
001-5110-519-5250	FUEL AND GASOLINE	45	1,000	49	173	827	346	34.55%	17.28%
001-5110-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	900	-	300	600	600	66.67%	33.33%

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001-5110-519-5500	TRAINING	-	4,500	-	1,750	2,750	3,500	77.78%	38.89%
001-5110-519-6300	INFRASTRUCTURE	1,332	14,000	-	12,639	1,361	25,278	180.56%	90.28%
001-5110-519-6400	MACHINERY AND EQUIPMENT	-	2,120,308	-	-	2,120,308	2,084,458	98.31%	0.00%
001-5110-519-6800	INTANGIBLE ASSETS	129,709	38,429	-	-	38,429	38,429	100.00%	0.00%
	INFORMATION TECHNOLOGY	366,226	6,222,543	403,907	1,878,396	4,344,147	5,655,415	90.89%	30.19%

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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	(15,645)	2,282,580	(21,529)	(143,200)	2,425,780	2,282,580	0.00%	0.00%
001-9011-581-9111	TRANSFER TO STREETS IMPROV. FUND	84,761	4,469,192	374,261	2,236,425	2,232,767	4,469,192	0.00%	0.00%
001-9011-581-9112	TRANSFER TO TRANS IMPACT FEES	(66,429)	-	(95,701)	(623,689)	623,689	-	0.00%	0.00%
001-9011-581-9113	TRANSFER TO POLICE IMPACT FEE FUND	(15,028)	-	(21,144)	(139,499)	139,499	-	0.00%	0.00%
001-9011-581-9114	TRANSFER TO RECREATION IMPACT	(9,920)	-	(152,314)	(235,392)	235,392	-	0.00%	0.00%
001-9011-581-9116	TRANSFER TO POLICE DISCRETIONARY FUND	(1,916)	-	(2,408)	(16,592)	16,592	-	0.00%	0.00%
001-9011-581-9120	TRANSFER TO STORMWATER FUND	(2,761)	-	(4,450)	(18,500)	18,500	-	0.00%	0.00%
001-9011-581-9141	TRANS TO WATER & SEWER FUND	(179,025)	250,000	(242,457)	(1,571,899)	1,821,899	250,000	0.00%	0.00%
001-9011-581-9142	TRANSFER TO SANITATION FUND	-	-	(2,636)	(14,824)	14,824	-	0.00%	0.00%
001-9011-581-9150	TRANSFER TO GRANT FUND	49,130	-	(6,982)	(157,022)	157,022	-	0.00%	0.00%
001-9011-581-9170	TRANSFER TO SPECIAL ASSESSMENT	(1,238)	15,000	(1,329)	(9,032)	24,032	15,000	0.00%	0.00%
001-9011-581-9610	TRANSFER TO COMM DEV AGENCY FUND	(14,307)	-	(19,813)	(125,184)	125,184	-	0.00%	0.00%
001-9011-590-7183	CNG REVENUE NOTE 2014 - PRINCIPAL	-	137,000	137,000	137,000	-	137,000	100.00%	100.00%
001-9011-590-7189	MOTOROLA - TOWER LEASE	-	282,349	-	282,349	0	282,349	100.00%	100.00%
001-9011-590-7193	ZION BANK - 2018	-	255,000	-	127,000	128,000	255,000	0.00%	0.00%
001-9011-590-7283	CNG REVENUE NOTE 2014 - INTEREST	-	1,315	1,315	1,315	(0)	1,315	100.00%	100.02%
001-9011-590-7289	MOTOROLA - TOWER LEASE (INTEREST)	-	21,720	-	21,720	0	21,720	100.00%	100.00%
001-9011-590-7293	ZION BANK - 2018 INTEREST	-	13,181	-	7,511	5,670	13,181	100.00%	56.98%
DEBT SERVICE AND TRANSFERS		(172,378)	7,727,337	(58,186)	(241,512)	7,968,849	7,727,337	100.00%	-3.13%
001 GENERAL FUND Expend Total		5,287,089	91,014,914	5,431,137	29,361,631	61,659,890	70,803,987	77.79%	32.26%
101 STREET IMPROVEMENTS FUN Revenue Total		331,424	7,558,504	559,743	3,535,263	(4,023,241)	7,054,694	93.33%	46.77%
101-3412-000-0000	PS - STREET MAINTENANCE	-	-	-	-	-	-	-	-
101-3412-541-0031	SIX CENT GAS TAX	-	-	-	-	-	-	-	-
101-3412-541-1200	REGULAR SALARIES AND WAGES	23,488	520,198	52,833	234,142	286,055	468,285	90.02%	45.01%
101-3412-541-1210	LONGEVITY PAY	-	966	-	-	966	-	0.00%	0.00%
101-3412-541-1400	OVERTIME PAY	2,250	38,316	2,284	16,538	21,778	33,076	86.32%	43.16%
101-3412-541-1600	OTHER REIMBURSED ALLOWANCES	92	960	46	231	729	462	48.07%	24.04%
101-3412-541-2100	FICA TAXES - CITY MATCHING	1,945	42,874	3,992	17,934	24,940	35,868	83.66%	41.83%
101-3412-541-2200	CITY RETIREMENT CONTRIBUTION	3,071	81,824	8,054	37,991	43,833	75,983	92.86%	46.43%
101-3412-541-2300	LIFE AND HEALTH INSURANCE	5,941	221,590	12,583	65,613	155,978	131,225	59.22%	29.61%
101-3412-541-2400	WORKER'S COMPENSATION	1,268	6,740	-	1,612	5,128	3,223	47.82%	23.91%
101-3412-541-3100	PROFESSIONAL SERVICES	-	10,000	-	150	9,850	300	3.00%	1.50%
101-3412-541-3400	OTHER CONTRACTUAL SERVICES	19,552	576,200	43,129	238,962	337,238	477,924	82.94%	41.47%
101-3412-541-4000	TRAVEL & PER DIEM	-	400	5	5	395	10	2.49%	1.25%
101-3412-541-4200	FREIGHT & POSTAGE SERVICES	-	200	-	-	200	-	0.00%	0.00%
101-3412-541-4300	UTILITY SERVICES	9,182	91,475	3,685	21,919	69,557	43,837	47.92%	23.96%
101-3412-541-4310	UTILITY SERVICES - STREET LIGHTS	341,030	1,723,413	54,444	535,303	1,188,110	1,598,413	92.75%	31.06%
101-3412-541-4311	FDOT STREET LIGHTS	-	63,427	-	-	63,427	-	0.00%	0.00%
101-3412-541-4400	RENTAL AND LEASES	3,934	52,000	675	16,486	35,514	32,972	63.41%	31.70%
101-3412-541-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	7,789	530,500	4,701	80,081	450,419	492,982	92.93%	15.10%
101-3412-541-4609	FDOT SIGNALS & EQUIPMENT	-	166,449	-	-	166,449	-	0.00%	0.00%
101-3412-541-4612	STREET STRIPPING	-	32,000	4,422	4,422	27,578	8,844	27.64%	13.82%
101-3412-541-4650	VEHICLE MAINTENANCE	2,477	107,400	4,260	42,278	65,122	84,556	78.73%	39.37%
101-3412-541-4700	PRINTING SERVICES	-	5,000	-	-	5,000	-	0.00%	0.00%
101-3412-541-4900	OTHER CURRENT CHARGES	1,658	57,350	-	-	57,350	-	0.00%	0.00%
101-3412-541-4903	TEMPORARY LABOR	1,973	5,000	2,053	2,053	2,947	4,106	82.13%	41.06%

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101-3412-541-5100	OFFICE SUPPLIES	257	1,500	-	528	972	1,055	70.36%	35.18%
101-3412-541-5200	OPERATING SUPPLIES	826	54,312	1,714	18,671	35,641	37,341	68.75%	34.38%
101-3412-541-5203	SIDEWALK/CURB REPAIRS	194,286	739,860	-	106,392	633,469	735,721	99.44%	14.38%
101-3412-541-5204	STREET/STOP SIGN REPLACEMENT PRG	58	110,000	-	1,554	108,446	3,109	2.83%	1.41%
101-3412-541-5250	FUEL AND GASOLINE	2,845	39,600	2,163	13,487	26,113	26,975	68.12%	34.06%
101-3412-541-5300	ROAD MATERIALS & SUPPLIES	2,421	46,000	3,020	8,238	37,762	16,476	35.82%	17.91%
101-3412-541-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,350	-	239	1,111	478	35.41%	17.70%
101-3412-541-5500	TRAINING	375	4,100	580	2,310	1,790	4,619	112.67%	56.33%
101-3412-541-6303	ROADWAY RESURFACING	367,510	2,000,000	-	1,161,191	838,809	2,000,000	100.00%	58.06%
101-3412-541-6307	SPEED HUMPS PROGRAM	-	121,500	15,000	15,000	106,500	30,000	24.69%	12.35%
101-3412-541-6400	EQUIPMENT AND MACHINERY	-	106,000	-	-	106,000	105,919	99.92%	0.00%
101 STREET IMPROVEMENTS FUN Expend Total		994,226	7,558,504	219,642	2,643,329	4,915,175	6,453,759	85.38%	34.97%
101-3414-000-0000	PS - INMATE PROGRAM	-	-	-	-	-	-	-	-
101-3414-541-5250	FUEL AND GASOLINE	-	-	-	19	(19)	19	0.00%	0.00%
3414 PS - INMATE PROGRAM		-	-	-	19	(19)	19	0.00%	0.00%
STREET MAINTENANCE Expenditure Total		994,226	7,558,504	219,642	2,643,348	4,915,156	6,453,778	85.38%	34.97%
102 TRANSPORTATION IMPACT F Revenue Total		1,360,295	19,957,594	700,748	5,273,606	(14,683,988)	15,547,212	77.90%	26.42%
102-3413-541-3100	PROFESSIONAL SERVICES	15,392	635,570	6,338	26,485	609,085	52,971	0.00%	0.00%
102-3413-541-3112	TRAFFIC COUNTS	24,375	200,000	-	-	200,000	-	0.00%	0.00%
102-3413-541-6100	LAND	413,475	75,570	-	15,108	60,462	30,215	-	-
102-3413-541-6300	IMPROVEMENTS OTHER THAN BLDGS.	941,135	19,046,454	38,557	90,150	18,956,304	6,833,807	-	-
102-3413-581-9101	TRANSFER TO GENERAL FUND	5,692	-	-	-	-	-	-	-
102 TRANSPORTATION IMPACT F Expend Total		1,400,069	19,957,594	44,895	131,743	19,825,851	6,916,993	34.66%	0.66%
103 LAW ENFORCEMENT TRUST - Revenue Total		79,265	135,000	30,554	34,529	(100,471)	47,227	34.98%	25.58%
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	-	40,000	-	-	40,000	-	0.00%	0.00%
103-2291-521-5200	FED FORFEIT OP SUPPLIES NEW	-	45,000	-	37,996	7,004	45,000	100.00%	84.44%
103-2291-521-6400	FED FORFEIT EQUIP NEW	-	50,000	-	-	50,000	-	0.00%	0.00%
103 LAW ENFORCEMENT TRUST - Expend Total		-	135,000	-	37,996	97,004	45,000	33.33%	28.15%
104 RECREATION IMPACT FEES Revenue Total		167,480	2,407,261	139,920	913,720	(1,493,541)	2,298,223	95.47%	37.96%
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.	-	2,407,261	-	36,885	2,370,376	1,207,261	50.15%	1.53%
104-3614-581-9101	TRANSFER TO GENERAL FUND	167	-	40	237	(237)	-	0.00%	0.00%
104 RECREATION IMPACT FEES Expend Total		167	2,407,261	40	37,122	2,370,139	1,207,261	50.15%	1.54%
105 LAW ENFORCEMENT TRUST - Revenue Total		930	72,484	844	5,282	(67,202)	22,484	31.02%	7.29%
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	-	4,500	17,984	9,000	40.03%	20.01%
105-2290-521-6400	EQUIPMENT AND MACHINERY	-	50,000	-	-	50,000	-	0.00%	0.00%
105 LAW ENFORCEMENT TRUST - Expend Total		-	72,484	-	4,500	67,984	9,000	12.42%	6.21%
106 POLICE DISCRETIONARY FUND Revenue Total		6,469	120,000	2,056	57,197	(62,803)	91,817	76.51%	47.66%

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106-2220-000-0000	POLICE - FIELD SERVICES	-	-	-	-	-	-	0.00%	0.00%
106-2220-521-4800	PROMOTIONAL ACTIVITIES - BIRTHDAYS	-	1,000	-	-	1,000	1,000	100.00%	0.00%
106-2220-521-5200	OPERATING SUPPLIES	-	37,000	-	2,000	35,000	37,000	100.00%	5.41%
106-2220-521-5201	OP SUPPLIES - TOWING CID	-	5,500	-	3,056	2,444	5,500	100.00%	55.56%
106-2220-521-5202	OP SUPPLIES - TOWING FORENSICS	-	6,500	-	5,232	1,268	6,500	100.00%	80.49%
106-2220-521-5203	OP SUPPLIES - DONATIONS	-	30,000	500	22,137	7,863	30,000	100.00%	73.79%
106-2220-521-6400	EQUIPMENT AND MACHINERY - K9 Program	-	40,000	-	-	40,000	-	0.00%	0.00%
	POLICE DISCRETIONARY FU Expenditure Tot	-	120,000	500	32,425	87,575	80,000	66.67%	27.02%
110-389-1000	FIRE IMPACT FEES Revenue	143,744	7,637,757	95,264	775,920	(6,861,838)	4,693,276	61.45%	10.16%
110-2110-522-0000	FIRE CHIEF FIRE CONTROL	-	-	-	-	-	-	0.00%	0.00%
110-2110-522-6200	INFRASTRUCTURE BUILDING	-	7,632,757	31,333	31,333	7,601,424	1,144,914	15.00%	0.41%
110-2110-581-9101	TRANSFER TO GENERAL FUND	417	5,000	417	2,500	2,500	5,000	100.00%	50.00%
	110 FIRE IMPACT FEES Expend Total	417	7,637,757	31,750	33,833	7,603,924	1,149,914	15.06%	0.44%
	115 POLICE IMPACT FEES Revenue Total	148,558	3,497,355	100,376	798,966	(2,698,389)	1,876,930	53.67%	22.84%
115-2210-521-0000	POLICE CHIEF LAW ENFORCEMENT	-	-	-	-	-	-	-	-
115-2210-521-6200	INFRASTRUCTURE - BUILDING	-	3,492,355	-	-	3,492,355	523,853	15.00%	0.00%
115-2210-581-9101	TRANSFER TO GENERAL FUND	417	5,000	417	2,500	2,500	5,000	100.00%	50.00%
	115 POLICE IMPACT FEES Expend Total	417	3,497,355	417	2,500	3,494,855	528,853	15.12%	0.07%
	120 STORMWATER SPECIAL REVE Revenue Total	35,105	2,033,122	176,437	1,266,981	(766,141)	1,870,898	92.02%	62.32%
	120 STORMWATER SPECIAL REVE Expend Total	60,855	2,033,122	78,768	371,808	1,661,314	1,090,396	53.63%	18.29%
	130 CEMETERY PERPETUAL FUND Revenue Total	4,500	-	2,000	4,350	4,350	8,700	0.00%	0.00%
	150 GRANT FUND Revenue Total	61,667	4,828,643	-	(103,333)	(4,931,976)	156,508	3.24%	-2.14%
150-1022-000-0000	FACILITIES MAINTENANCE	-	-	-	-	-	-	0.00%	0.00%
150-1022-519-6300	CORONA SLRF:CITYWIDE LED LIGHTING CONVER	-	431,751	-	-	431,751	-	0.00%	0.00%
150-1022-519-6301	CORONA SLRF:FRAN CARLTON RESTORATION	-	27,379	-	-	27,379	-	0.00%	0.00%
150-1022-519-6302	CORONA SLRF:CITY HALL GROUNDING AND LIGH	-	237,083	-	-	237,083	-	0.00%	0.00%
150-1120-513-3400	CONTRACTUAL SERVICES	7,625	710,677	-	2,272	708,404	177,669	0.00%	0.00%
150-1120-513-5292	EXPENSES - HURRICANE IAN	24,110	-	-	-	-	-	0.00%	0.00%
150-1120-513-5293	DEBRIS EXPENSES - HURRICANE IAN	(33,030)	-	-	-	-	-	0.00%	0.00%
150-3151-000-0000	STORMWATER - CONTROL ACCOUNT	-	-	-	-	-	-	0.00%	0.00%
150-3151-538-3100	PROFESSIONAL SERVICES	-	100,000	-	-	100,000	100,000	100.00%	0.00%
150-3151-538-6301	CORONA SLRF: 8TH ST. STORMWATER P & P	-	13,475	-	-	13,475	13,475	0.00%	0.00%
150-3151-572-6300	CORONAVIRUS STATE-LOC RECOV SHYEELER OAK	-	5,217	-	-	5,217	5,217	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	-	1,608,084	-	7,921	1,600,163	1,100,000	68.40%	0.49%
150-3412-581-9111	TRANSFER TO STREETS IMPROVEMENT FUND	83,333	399,500	33,292	199,750	199,750	399,500	0.00%	0.00%
150-3512-572-6300	CORONAVIRUS STATE-LOC RECOV CEMETERY PAV	-	277,696	2,700	2,700	274,996	182,431	65.69%	0.97%
150-3514-000-0000	RECREATION ATHLETIC COMPLEXES	-	-	-	-	-	-	0.00%	0.00%
150-3514-572-6200	RECREATION ATHL PARKS AND RECRE	-	3,270	-	-	3,270	-	0.00%	0.00%
150-3613-000-0000	RECREATION - PROGRAMS	-	-	-	-	-	-	0.00%	0.00%

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150-3613-572-6305	LAND AND WATER CONSERVATION GRANT	-	89,581	-	-	89,581	-	0.00%	0.00%
150-3614-572-3400	OTHER CONTRACTUAL SERVICES	-	252	-	-	252	-	0.00%	0.00%
150-3614-572-6300	CORONAVIRUS STATE - LOCAL RECOVERY FUNDS	-	934,400	-	-	934,400	772,583	82.68%	0.00%
	150 GRANT FUND Expend Total	165,371	4,828,643	35,992	212,643	4,625,721	2,750,876	56.97%	4.40%
171-325-1000	SPECIAL ASSESSMENT REVENUE	1,280	26,400	422	11,691	(14,709)	23,382	88.57%	44.28%
171-361-1000	INTEREST/DIVIDEND ON INVESTMENT	470	85	543	3,740	3,655	3,740	4400.32%	4400.32%
171-381-0010	TRANSFER FROM GENERAL FUND	(470)	-	(543)	(3,740)	(3,740)	(3,740)	0.00%	0.00%
171-389-0009	FUNDING FROM RESERVES	-	10,565	-	-	(10,565)	-	0.00%	0.00%
	Fund 171 SPECIAL ASSESSMENT – MAINLINE VILLAGE Revent	1,280	37,050	422	11,691	(25,359)	23,382	63.11%	31.55%
171-6170-000-0000	MAINLINE VILLAGE SPECIAL ASSESSMENT	-	-	-	-	-	-	-	-
171-6170-581-9101	TRANSFER TO GENERAL FUND	1,300	-	1,300	7,800	(7,800)	7,800	0.00%	0.00%
	6170 NEIGHBORHOOD SPECIAL ASSESSMENTS	1,300	-	1,300	7,800	(7,800)	7,800	0.00%	0.00%
171-6171-539-4600	REPAIRS & MAINTENANCE SVCS	48	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	48	37,050	-	-	37,050	37,050	100.00%	0.00%
	SPECIAL ASSESSMENT – MAINLINE VILLAGE Expenditure	1,348	37,050	1,300	7,800	29,250	44,850	121.05%	21.05%
172-325-1000	SPECIAL ASSESSMENT REVENUE	1,684	16,100	2,016	13,443	(2,657)	16,100	100.00%	83.49%
172-361-1000	INTEREST/DIVIDEND ON INVESTMENT	449	50	479	3,255	3,205	3,200	6400.00%	6509.60%
172-361-3001	INTEREST - COUNTY TAX COLLECTOR	-	-	-	16	16	-	0.00%	0.00%
172-381-0010	TRANSFER FROM GENERAL FUND	(449)	-	(479)	(3,255)	(3,255)	-	0.00%	0.00%
172-389-0009	CARRY-OVER APPROPRIATIONS(BUDGET)	-	9,075	-	-	(9,075)	-	0.00%	0.00%
	FUND 172 SPECIAL ASSESSMENT - MAIN AVENUE VILLAS Reve	1,684	25,225	2,016	13,458	(11,767)	19,300	76.51%	53.35%
172-6170-000-0000	MAIN AVE VILLAS SPECIAL ASSESSMENT	-	-	-	-	-	-	0.00%	0.00%
172-6170-581-9101	TRANSFER TO GENERAL FUND	1,002	-	1,002	6,012	(6,012)	6,012	0.00%	0.00%
	6170 NEIGHBORHOOD SPECIAL ASSESSMENTS	1,002	-	1,002	6,012	(6,012)	6,012	0.00%	0.00%
172-6172-539-4600	REPAIRS & MAINTENANCE SVCS	6,318	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	6,318	25,225	-	-	25,225	25,225	100.00%	0.00%
	FUND 172 SPECIAL ASSESSMENT - MAINE AVENUE VILLAS Exp	7,320	25,225	1,002	6,012	19,213	31,237	123.84%	23.84%
173-325-1000	SPECIAL ASSESSMENT REVENUE	648	9,000	432	6,159	(2,841)	12,319	136.88%	68.44%
173-361-1000	INTEREST/DIVIDEND ON INVESTMENT	319	50	307	2,037	1,987	2,037	4073.38%	4073.38%
173-381-0010	TRANSFER FROM GENERAL FUND	(319)	-	(307)	(2,037)	(2,037)	(2,037)	0.00%	0.00%
173-389-0009	FUNDING FROM RESERVES	-	68,900	-	-	(68,900)	-	0.00%	0.00%
	FUND 173 SPECIAL ASSESSMENT – CIMMARON HILLS Revenue	648	77,950	432	6,159	(71,791)	12,319	15.80%	7.90%
173-6170-000-0000	CIMARRON HILLS SPECIAL ASSESSMENT	-	-	-	-	-	-	0.00%	0.00%
173-6170-539-4600	REPAIRS & MAINTENANCE SVCS	12,032	77,500	-	-	77,500	77,500	100.00%	0.00%
173-6170-581-9101	TRANSFER TO GENERAL FUND CIMARRON	38	450	38	225	225	450	100.00%	50.00%
	FUND 173 SPECIAL ASSESSMENT – CIMMARON HILLS Expend	12,070	77,950	38	225	77,725	77,950	100.00%	0.29%
174-325-1000	SPECIAL ASSES REVENUE MARTIN PL POND P2	644	8,363	1,070	13,802	5,439	8,363	100.00%	165.04%
174-361-1000	INTEREST/DIVIDEND ON INVESTMENT	-	10	-	-	(10)	10	100.00%	0.00%
	FUND 174 SPECIAL ASSESSMENT - MARTIN PLACE POND P2 Re	644	8,373	1,070	13,802	5,429	8,373	100.00%	164.84%
174-6174-000-0000	MARTIN PL POND P2 SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%
174-6174-581-9120	TRANSFER TO STORMWATER	698	8,373	658	3,950	4,424	8,373	100.00%	47.17%

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	FUND 174 SPECIAL ASSESSMENTS - MARTIN PLACE POND P2	698	8,373	658	3,950	4,424	8,373	100.00%	47.17%
175-325-1000	SPECIAL ASSES REVENUE LOVELL TERRACE	-	15,000	-	-	(15,000)	15,000	100.00%	0.00%
175-361-1000	INTEREST/DIVIDENT ON INVESTMENT	-	50	-	-	(50)	50	100.00%	0.00%
	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	71	9,370	-	-	9,370	9,370	100.00%	0.00%
175-6175-581-9101	TRANSFER TO GENERAL FUND LOVELL TERRACE	63	750	63	375	375	750	100.00%	50.00%
	6175 Expend Total	133	15,050	63	375	14,675	15,050	100.00%	2.49%
	Fund 176 Revenue Total	-	8,320	-	-	(8,320)	8,320	100.00%	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	39	3,920	-	-	3,920	3,920	100.00%	0.00%
	6176 Expend Total	39	8,320	-	-	8,320	8,320	100.00%	0.00%
	Fund 177 Revenue Totals	-	24,205	-	-	(24,205)	24,205	100.00%	0.00%
177-6177-000-0000	MARTIN PLACE P1 SPECIAL ASSESSMENT	-	-	-	-	-	-	0.00%	0.00%
177-6177-539-4600	REPAIRS & MAINTENANCE SVCS	-	24,205	-	-	24,205	24,205	100.00%	0.00%
	6177 MARTIN PLACE P1 SPECIAL ASSESSMENT	-	24,205	-	-	24,205	24,205	100.00%	0.00%
	Fund 190 Revenue Totals	37,045	279,025	283,382	1,448,816	1,169,791	1,397,650	500.90%	519.24%
190-6190-000-0000	AVIAN POINTE SPECIAL ASSESSMENTS	-	-	-	-	-	-	-	-
190-6190-541-4310	STREET LIGHTS AVIAN POINTE	20,958	97,483	6,867	34,488	62,995	97,483	100.00%	35.38%
190-6190-581-9101	TRANSFER TO GEN FUND AVIAN POINTE	124	1,485	124	743	743	1,485	100.00%	50.00%
190-6191-000-0000	EAST KELLY PARK SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%
190-6191-541-4310	STREET LIGHTS EAST KELLY PARK	3,968	28,147	2,053	10,309	17,838	28,147	100.00%	36.63%
190-6191-581-9101	TRANSFER TO GEN FUND EAST KELLY PARK	36	429	36	215	215	429	100.00%	50.00%
190-6192-000-0000	OAKS AT KELLY PARK SPECIAL ASSESSMENTS	-	-	-	-	-	-	0.00%	0.00%
190-6192-541-4310	STREET LIGHTS OAKS AT KELLY PARK	3,421	15,762	1,135	5,705	10,057	15,762	100.00%	36.19%
190-6192-581-9101	TRANSFER TO GEN FUND OAKS AT KELLY PARK	20	240	20	120	120	240	100.00%	50.00%
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	68	343	29,437	29,780	100.00%	1.15%
190-6195-581-9101	TRANSFER TO GEN FUND WINDING MEADOWS	38	453	38	227	227	453	100.00%	50.00%
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	480	784	4,897	5,681	100.00%	13.80%
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	1,157	5,817	22,121	27,938	100.00%	20.82%
190-6205-581-9101	TRANSFER TO GEN FUND WEST KELLY PARK	33	390	33	195	195	468	120.00%	50.00%
	Fund 190 Expenditure Totals	28,596	279,025	12,010	58,946	220,079	279,103	100.03%	21.13%
	401 WATER & WASTEWATER OPER Revenue Total	1,948,227	42,588,012	2,176,474	12,495,566	(30,092,446)	26,638,245	62.55%	29.34%
401-3010-000-0000	PS - UTILITY ADMINISTRATION	-	-	-	-	-	-	-	-
401-3010-539-0042	UTILITY ADMINISTRATION	-	-	-	-	-	-	-	-

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401-3010-539-1200	REGULAR SALARIES AND WAGES	34,683	494,268	43,636	197,361	296,907	394,723	79.86%	39.93%
401-3010-539-1210	LONGEVITY PAY	-	15,895	-	-	15,895	-	0.00%	0.00%
401-3010-539-1400	OVERTIME PAY	12	3,400	152	789	2,611	1,578	46.42%	23.21%
401-3010-539-1600	OTHER REIMBURSED ALLOWANCES	-	-	46	231	(231)	462	0.00%	0.00%
401-3010-539-2100	FICA TAXES - CITY MATCHING	2,550	35,001	3,248	14,503	20,497	29,007	0.00%	0.00%
401-3010-539-2200	CITY RETIREMENT CONTRIBUTION	4,132	74,980	6,400	30,018	44,962	60,036	80.07%	40.03%
401-3010-539-2300	LIFE AND HEALTH INSURANCE	4,945	141,166	6,932	32,504	108,662	65,009	46.05%	23.03%
401-3010-539-2400	WORKER'S COMPENSATION	80	356	-	102	254	204	57.39%	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	1,942	57,088	-	-	57,088	28,544	50.00%	0.00%
401-3010-539-4000	TRAVEL & PER DIEM	-	3,000	10	61	2,939	123	4.10%	2.05%
401-3010-539-4200	FREIGHT & POSTAGE SERVICES	2	1,500	5	781	719	1,562	104.11%	52.05%
401-3010-539-4300	UTILITY SERVICES	3,027	16,584	1,447	4,898	11,686	9,797	59.07%	29.54%
401-3010-539-4400	RENTAL AND LEASES	701	2,155	109	218	1,937	435	20.19%	10.10%
401-3010-539-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	-	30,300	2,257	12,392	17,908	24,784	81.80%	40.90%
401-3010-539-4650	VEHICLE MAINTENANCE	452	1,950	100	900	1,050	1,800	92.30%	46.15%
401-3010-539-4700	PRINTING SERVICES	-	1,500	-	390	1,110	780	52.00%	26.00%
401-3010-539-4900	OTHER CURRENT CHARGES	-	-	16,248	16,248	(16,248)	32,496	0.00%	0.00%
401-3010-539-5100	OFFICE SUPPLIES	1,580	12,500	1,046	3,972	8,528	7,944	63.55%	31.77%
401-3010-539-5200	OPERATING SUPPLIES	162	14,750	294	830	13,920	1,661	11.26%	5.63%
401-3010-539-5201	VENDING SUPPLIES	-	1,200	-	-	1,200	-	0.00%	0.00%
401-3010-539-5250	FUEL AND GASOLINE	-	1,150	92	250	900	499	43.40%	21.70%
401-3010-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,440	-	50	1,390	100	6.94%	3.47%
401-3010-539-5500	TRAINING	-	6,000	-	2,521	3,479	5,042	84.03%	42.02%
401-3010-539-6200	BUILDINGS	-	13,520	-	-	13,520	-	0.00%	0.00%
401-3010-581-9101	TRANSFER TO GENERAL FUND	520,121	6,922,237	576,853	3,461,118	3,461,119	6,922,237	100.00%	50.00%
3010 PS - UTILITY ADMINISTRATION		574,389	7,866,940	658,875	3,780,139	4,086,801	7,588,821	96.46%	48.05%
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%
401-3111-533-1200	REGULAR SALARIES AND WAGES	33,810	406,827	39,988	184,367	222,460	368,733	90.64%	45.32%
401-3111-533-1210	LONGEVITY PAY	-	1,184	-	-	1,184	-	0.00%	0.00%
401-3111-533-1400	OVERTIME PAY	377	7,500	909	2,755	4,745	5,510	73.46%	36.73%
401-3111-533-2100	FICA TAXES - CITY MATCHING	2,507	31,787	2,988	13,550	18,236	27,101	85.26%	42.63%
401-3111-533-2200	CITY RETIREMENT CONTRIBUTION	4,072	60,664	5,971	28,353	32,312	56,705	93.47%	46.74%
401-3111-533-2300	LIFE AND HEALTH INSURANCE	6,506	97,187	7,950	37,648	59,539	75,295	77.47%	38.74%
401-3111-533-2400	WORKER'S COMPENSATION	366	1,619	-	465	1,154	929	57.39%	28.70%
401-3111-533-3100	PROFESSIONAL SERVICES	3,500	5,750	3,500	3,875	1,875	7,750	134.78%	67.39%
401-3111-533-3400	OTHER CONTRACTUAL SERVICES	1,994	50,000	2,148	9,068	40,932	18,136	36.27%	18.14%
401-3111-533-4000	TRAVEL & PER DIEM	167	1,200	62	504	696	1,007	83.94%	41.97%
401-3111-533-4200	FREIGHT & POSTAGE SERVICES	-	300	-	-	300	-	0.00%	0.00%
401-3111-533-4300	UTILITY SERVICES	86,994	715,840	115,467	272,413	443,427	544,825	76.11%	38.05%
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	54	8,699	38,901	17,398	36.55%	18.28%
401-3111-533-4650	VEHICLE MAINTENANCE	939	7,000	250	6,414	586	12,827	183.25%	91.62%
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	22,851	237,277	20,331	127,960	109,317	237,277	100.00%	53.93%
401-3111-533-5220	WATER CONSERVATION PROGRAM	176	10,750	-	1,449	9,301	2,898	26.96%	13.48%
401-3111-533-5250	FUEL AND GASOLINE	1,057	41,514	686	5,966	35,548	11,932	28.74%	14.37%

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401-3111-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	75	-	-	75	-	0.00%	0.00%
401-3111-533-5500	TRAINING	238	2,400	-	-	2,400	-	0.00%	0.00%
401-3111-533-6300	IMPROVEMENTS OTHER THAN BLDGS.	10,890	6,045,166	-	-	6,045,166	927,331	15.34%	0.00%
401-3111-533-6400	EQUIPMENT AND MACHINERY	-	40,000	-	-	40,000	39,736	99.34%	0.00%
	3111 PS - WATER TREATMENT PLANT	176,443	7,869,094	200,303	733,688	7,135,406	2,390,096	30.37%	9.32%
401-3121-000-0000	PS - WASTEWATER TREATMENT PLANT	-	-	-	-	-	-	-	-
401-3121-517-7101	01 BOND DEBT SVC - PRINCIPAL	-	67,735	-	67,735	-	67,735	100.00%	100.00%
401-3121-517-7201	01 BOND DEBT SVC - INTEREST	-	25,993	-	13,843	12,150	25,993	100.00%	53.26%
401-3121-535-0044	WASTEWATER TREATMENT PLANT	-	-	-	-	-	-	0.00%	0.00%
401-3121-535-1200	REGULAR SALARIES AND WAGES	67,282	813,917	62,454	317,154	496,763	634,308	77.93%	38.97%
401-3121-535-1210	LONGEVITY PAY	-	1,439	-	-	1,439	-	0.00%	0.00%
401-3121-535-1400	OVERTIME PAY	627	22,000	1,279	5,994	16,006	11,988	54.49%	27.25%
401-3121-535-1600	OTHER REIMBURSED ALLOWNCES	92	960	46	231	729	462	48.08%	24.04%
401-3121-535-2100	FICA TAXES - CITY MATCHING	4,887	63,643	4,610	23,112	40,531	46,224	72.63%	36.32%
401-3121-535-2200	CITY RETIREMENT CONTRIBUTION	8,066	122,394	9,312	49,122	73,272	98,245	80.27%	40.13%
401-3121-535-2300	LIFE AND HEALTH INSURANCE	14,929	253,123	13,012	66,487	186,636	132,974	52.53%	26.27%
401-3121-535-2400	WORKER'S COMPENSATION	861	3,813	-	1,094	2,719	2,188	57.39%	28.70%
401-3121-535-3100	PROFESSIONAL SERVICES	-	350,375	-	375	350,000	327,763	93.55%	0.11%
401-3121-535-3400	OTHER CONTRACTUAL SERVICES	7,493	643,655	6,967	65,750	577,905	211,116	32.80%	10.22%
401-3121-535-3401	DISTRIBUTED WASTEWATER	1,216	22,963	1,216	7,295	15,668	14,590	63.54%	31.77%
401-3121-535-4000	TRAVEL & PER DIEM	150	4,900	61	412	4,488	824	16.82%	8.41%
401-3121-535-4200	FREIGHT & POSTAGE SERVICES	-	150	-	-	150	-	0.00%	0.00%
401-3121-535-4300	UTILITY SERVICES	240,283	1,883,009	8,423	421,143	1,461,866	842,286	44.73%	22.37%
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	89,395	17,011	17.38%	8.69%
401-3121-535-4650	VEHICLE MAINTENANCE	1,437	8,000	781	2,503	5,497	5,006	62.58%	31.29%
401-3121-535-4700	PRINTING SERVICES	-	1,000	-	-	1,000	-	0.00%	0.00%
401-3121-535-4900	OTHER CURRENT CHARGES	37,372	319,275	28,969	158,735	160,540	317,469	99.43%	49.72%
401-3121-535-4960	BAD DEBT EXPENSE	-	6,000	-	-	6,000	-	0.00%	0.00%
401-3121-535-5200	OPERATING SUPPLIES	26,180	422,242	19,482	129,306	292,936	258,612	61.25%	30.62%
401-3121-535-5250	FUEL AND GASOLINE	258	44,925	377	3,005	41,920	6,009	13.38%	6.69%
401-3121-535-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,047	-	-	1,047	-	0.00%	0.00%
401-3121-535-5500	TRAINING	1,255	2,870	-	100	2,770	200	6.97%	3.48%
401-3121-535-6100	LAND	-	344,300	-	-	344,300	344,300	0.00%	0.00%
401-3121-535-6300	IMPROVEMENTS OTHER THAN BLDGS.	-	2,183,132	-	(4,416)	2,187,547	445,451	20.40%	-0.20%
401-3121-535-6400	EQUIPMENT AND MACHINERY	-	87,000	-	-	87,000	87,000	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	412,389	7,802,259	156,989	1,337,485	6,464,774	3,900,753	50.00%	17.14%
401-3131-000-0000	PS - UTILITY CONSTRUCTION	-	-	-	-	-	-	-	-
401-3131-536-0045	UTILITY CONSTRUCTION	-	-	-	-	-	-	-	-
401-3131-536-5250	FUEL AND GASOLINE	-	2,023	-	1,288	734	1,350	0.00%	0.00%
	3131 PS - UTILITY CONSTRUCTION	-	2,023	-	1,288	734	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	74,002	989,121	82,235	422,910	566,212	845,819	85.51%	42.76%
401-3141-533-1210	LONGEVITY PAY	-	3,581	-	-	3,581	-	0.00%	0.00%
401-3141-533-1400	OVERTIME PAY	13,307	70,140	18,710	80,919	(10,779)	161,839	230.74%	115.37%
401-3141-533-1600	OTHER REIMBURSED ALLOWNCES	92	960	92	462	498	923	96.15%	48.08%
401-3141-533-2100	FICA TAXES - CITY MATCHING	6,199	81,381	7,314	35,788	45,593	71,576	87.95%	43.98%
401-3141-533-2200	CITY RETIREMENT CONTRIBUTION	10,409	155,315	13,777	72,156	83,159	144,311	92.92%	46.46%
401-3141-533-2300	LIFE AND HEALTH INSURANCE	23,429	354,101	25,156	125,980	228,121	251,960	71.15%	35.58%
401-3141-533-2400	WORKER'S COMPENSATION	940	4,163	-	1,195	2,969	2,389	57.39%	28.70%
401-3141-533-4000	TRAVEL & PER DIEM	14	1,400	20	20	1,380	40	2.86%	1.43%

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Account	Account Description	FY23 Prior - March Rev/Expd	FY24 Amended Budgeted	FY24 Current - March Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
401-3141-533-4300	UTILITY SERVICES	641	19,000	2,168	5,169	13,831	10,338	54.41%	27.20%
401-3141-533-4400	RENTAL AND LEASES	-	24,636	-	7,110	17,526	14,219	57.72%	28.86%
401-3141-533-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	90,697	330,000	24,106	122,689	207,311	245,378	74.36%	37.18%
401-3141-533-4650	VEHICLE MAINTENANCE	8,007	88,750	14,436	41,145	47,605	82,290	92.72%	46.36%
401-3141-533-4700	PRINTING SERVICES	-	26,500	-	1,046	25,454	2,092	7.89%	3.95%
401-3141-533-4900	OTHER CURRENT CHARGES	-	10,060	-	1,072	8,988	2,143	21.31%	10.65%
401-3141-533-5100	OFFICE SUPPLIES	-	800	-	502	298	1,003	125.42%	62.71%
401-3141-533-5200	OPERATING SUPPLIES	8,326	106,850	7,785	84,814	22,036	106,850	100.00%	79.38%
401-3141-533-5201	SENSUS METERING SYSTEM	188,618	950,000	137,867	529,727	420,273	950,000	100.00%	55.76%
401-3141-533-5236	BACKFLOW OPERATIONAL SUPPLIES	7,392	263,000	84,014	262,088	912	262,088	99.65%	99.65%
401-3141-533-5250	FUEL AND GASOLINE	4,496	85,639	4,664	25,158	60,481	50,316	58.75%	29.38%
401-3141-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,400	-	239	1,161	478	34.14%	17.07%
401-3141-533-5500	TRAINING	60	15,000	1,230	4,652	10,348	9,305	62.03%	31.02%
401-3141-533-6300	IMPROVEMENTS OTHER THAN BLDGS.	6,242	1,936,296	-	-	1,936,296	754,707	38.98%	0.00%
401-3141-533-6400	EQUIPMENT AND MACHINERY	-	300,110	50,214	50,214	249,896	119,214	39.72%	16.73%
	EQUIPMENT AND MACHINERY	442,872	5,818,204	473,788	1,875,053	3,943,151	4,089,278	70.28%	32.23%
401-3161-000-0000	FIN - UTILITY BILLING	-	-	-	-	-	-	-	-
401-3161-533-0057	UTILITY BILLING	-	-	-	-	-	-	-	-
401-3161-533-1200	REGULAR SALARIES AND WAGES	31,534	324,881	28,149	137,876	187,005	275,752	84.88%	42.44%
401-3161-533-1210	LONGEVITY PAY	-	706	-	-	706	-	0.00%	0.00%
401-3161-533-1400	OVERTIME PAY	-	-	1,049	3,698	(3,698)	7,396	0.00%	0.00%
401-3161-533-2100	FICA TAXES - CITY MATCHING	2,322	24,907	2,167	10,497	14,411	20,993	84.28%	42.14%
401-3161-533-2200	CITY RETIREMENT CONTRIBUTION	3,756	47,536	4,263	21,426	26,110	42,852	90.15%	45.07%
401-3161-533-2300	LIFE AND HEALTH INSURANCE	6,557	121,236	7,839	37,892	83,344	75,784	62.51%	31.25%
401-3161-533-2400	WORKER'S COMPENSATION	34	150	-	43	107	86	57.40%	28.70%
401-3161-533-3100	PROFESSIONAL SERVICES	-	6,000	-	-	6,000	3,000	50.00%	0.00%
401-3161-533-3400	OTHER CONTRACTUAL SERVICES	114,150	532,000	24,649	175,289	356,711	350,579	65.90%	32.95%
401-3161-533-4200	FREIGHT & POSTAGE SERVICES	15,224	166,750	6,003	69,444	97,306	138,888	83.29%	41.65%
401-3161-533-4400	RENTALS AND LEASES	216	3,500	-	-	3,500	-	0.00%	0.00%
401-3161-533-4600	REPAIR & MAINT. BLDG. & EQUIPMENT	471	61,870	295	20,640	41,230	41,280	66.72%	33.36%
401-3161-533-4650	VEHICLE MAINTENANCE	516	2,400	-	145	2,255	291	12.11%	6.06%
401-3161-533-4700	PRINTING SERVICES	8,368	85,750	2,210	45,126	40,624	85,750	100.00%	52.63%
401-3161-533-5100	OFFICE SUPPLIES	274	6,400	-	923	5,477	1,846	28.84%	14.42%
401-3161-533-5200	OPERATING SUPPLIES	19	5,150	-	506	4,644	1,011	19.64%	9.82%
401-3161-533-5250	FUEL AND GASOLINE	235	2,500	173	906	1,594	1,812	72.47%	36.23%
401-3161-533-5500	TRAINING	-	2,000	-	-	2,000	1,000	50.00%	0.00%
401-3161-533-6300	IMPROVEMENTS OTHER THAN BUILDINGS	-	60,000	-	-	60,000	30,000	50.00%	0.00%
	3161 FIN - UTILITY BILLING	183,676	1,453,736	76,798	524,411	929,325	1,078,319	74.18%	36.07%
401-3171-000-0000	PS - WASTEWATER MAINTENANCE	-	-	-	-	-	-	-	-
401-3171-535-0058	WASTEWATER MAINTENANCE	-	-	-	-	-	-	-	-
401-3171-535-1200	REGULAR SALARIES AND WAGES	70,028	830,107	76,299	354,294	475,813	708,588	85.36%	42.68%
401-3171-535-1210	LONGEVITY PAY	-	2,617	-	-	2,617	-	0.00%	0.00%
401-3171-535-1400	OVERTIME PAY	18,883	35,000	19,521	82,267	(47,267)	82,267	235.05%	235.05%
401-3171-535-1600	OTHER REIMBURSED ALLOWANCES	138	1,440	92	462	978	923	64.10%	32.05%
401-3171-535-2100	FICA TAXES - CITY MATCHING	6,419	66,491	6,942	31,186	35,305	62,372	93.81%	46.90%
401-3171-535-2200	CITY RETIREMENT CONTRIBUTION	10,400	126,898	14,003	61,438	65,460	122,876	96.83%	48.42%
401-3171-535-2300	LIFE AND HEALTH INSURANCE	16,777	281,113	20,208	100,728	180,385	201,456	71.66%	35.83%
401-3171-535-2400	WORKER'S COMPENSATION	999	4,422	-	1,269	3,153	2,538	57.39%	28.70%
401-3171-535-3100	PROFESSIONAL SERVICES	19,229	-	-	-	-	-	0.00%	0.00%
401-3171-535-3400	OTHER CONTRACTUAL SERVICES	-	5,500	3,108	3,108	2,392	6,216	113.02%	56.51%
401-3171-535-4000	TRAVEL AND PER DEIM	226	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	49,462	391,075	37,190	159,595	231,480	319,189	81.62%	40.81%

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Account	Account Description	FY23 Prior - March	FY24 Amended	FY24 Current - March	FY24 YTD	FY24 Balance	FY24 Annual	Annual %	YTD %
		Rev/Expd	Budgeted	Rev/Expd	Rev/Expd	Excess/Deficit	Projection		
401-3171-535-4400	RENTAL AND LEASES	25,832	209,935	10,956	61,268	148,667	122,535	58.37%	29.18%
401-3171-535-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	61,093	1,602,976	14,695	95,851	1,507,125	191,702	11.96%	5.98%
401-3171-535-4650	VEHICLE MAINTENANCE	5,795	65,000	521	18,207	46,793	36,414	56.02%	28.01%
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	41,577	383,600	48,990	184,794	198,806	369,588	96.35%	48.17%
401-3171-535-5250	FUEL AND GASOLINE	4,384	83,285	4,151	26,472	56,813	52,944	63.57%	31.78%
401-3171-535-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	1,150	-	-	1,150	-	0.00%	0.00%
401-3171-535-5500	TRAINING	20	10,000	-	-	10,000	5,000	50.00%	0.00%
401-3171-535-6300	IMPROVEMENTS OTHER THAN BLDGS.	21,025	3,373,616	479	729,077	2,644,539	796,120	23.60%	21.61%
401-3171-535-6400	EQUIPMENT AND MACHINERY	-	997,701	-	-	997,701	68,945	6.91%	0.00%
3171 PS - WASTEWATER MAINTENANCE		352,287	8,474,227	257,156	1,910,014	6,564,212	3,149,673	37.17%	22.54%
401-3191-535-0000	UTILITY PLANT MAINTENANCE	-	-	-	-	-	-	-	-
401-3191-535-1200	REGULAR SALARIES AND WAGES	46,011	532,055	41,204	228,375	303,680	456,750	85.85%	42.92%
401-3191-535-1210	LONGEVITY PAY	-	1,663	-	-	1,663	-	0.00%	0.00%
401-3191-535-1400	OVERTIME PAY	196	24,200	237	478	23,722	956	3.95%	1.97%
401-3191-535-1600	OTHER REIMBURSED ALLOWANCES	46	480	46	231	249	462	96.15%	48.08%
401-3191-535-2100	FICA TAXES - CITY MATCHING	3,323	42,717	2,989	16,351	26,367	32,702	76.55%	38.28%
401-3191-535-2200	CITY RETIREMENT CONTRIBUTION	5,509	81,526	6,057	34,402	47,124	68,804	84.39%	42.20%
401-3191-535-2300	LIFE AND HEALTH INSURANCE	8,578	138,570	6,455	44,316	94,254	88,631	63.96%	31.98%
401-3191-535-2400	WORKER'S COMPENSATION	577	2,557	-	734	1,823	1,467	57.39%	28.70%
401-3191-535-3400	OTHER CONTRACTUAL SERVICES	-	30,000	-	-	30,000	-	0.00%	0.00%
401-3191-535-4000	TRAVEL & PER DIEM	19	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	-	2,330	2,670	4,659	93.18%	46.59%
401-3191-535-4600	REPAIR & MAINT.-BLDG & EQUIPMENT	16,123	505,200	51,972	158,459	346,741	316,918	62.73%	31.37%
401-3191-535-4650	VEHICLE MAINTENANCE	1,324	11,500	412	9,339	2,161	18,678	162.42%	81.21%
401-3191-535-4900	OTHER CURRENT CHARGES	-	500	-	-	500	-	0.00%	0.00%
401-3191-535-5200	OPERATING SUPPLIES	1,294	74,925	2,106	12,826	62,099	25,653	34.24%	17.12%
401-3191-535-5250	FUEL AND GASOLINE	927	19,483	642	4,832	14,651	9,664	49.60%	24.80%
401-3191-535-5500	TRAINING	1,000	4,050	-	257	3,793	514	12.69%	6.35%
401-3191-535-6400	EQUIPMENT AND MACHINERY	22,432	203,759	-	53,720	150,039	151,460	74.33%	26.36%
3191 PS - UTILITY PLANT MAINTENANCE		107,359	1,679,685	112,121	566,649	1,113,037	1,177,317	70.09%	33.74%
401-3410-539-0059	DESIGN ENGINEERING	-	-	-	-	-	-	-	-
401-3410-539-1200	REGULAR SALARIES AND WAGES	29,284	695,693	31,164	145,646	550,047	291,292	41.87%	20.94%
401-3410-539-1210	LONGEVITY PAY	-	814	-	-	814	-	0.00%	0.00%
401-3410-539-1400	OVERTIME PAY	-	4,286	836	1,568	2,718	3,136	73.16%	36.58%
401-3410-539-1600	OTHER REIMBURSED ALLOWANCES	46	1,440	-	-	1,440	-	0.00%	0.00%
401-3410-539-2100	FICA TAXES - CITY MATCHING	2,188	57,654	2,349	11,045	46,609	22,090	38.31%	19.16%
401-3410-539-2200	CITY RETIREMENT CONTRIBUTION	4,678	118,294	6,698	31,889	86,405	63,779	53.92%	26.96%
401-3410-539-2300	LIFE AND HEALTH INSURANCE	3,678	210,060	5,603	28,219	181,841	56,438	26.87%	13.43%
401-3410-539-2400	WORKER'S COMPENSATION	846	3,744	-	1,074	2,669	2,149	57.39%	28.70%
401-3410-539-3100	PROFESSIONAL SERVICES	6,825	447,000	-	-	447,000	-	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	68	3,200	131	2,815	385	5,631	175.96%	87.98%
401-3410-539-4902	LEGAL ADVERTISING	-	30,371	-	-	30,371	-	0.00%	0.00%
401-3410-539-5100	OFFICE SUPPLIES	-	3,000	-	153	2,847	307	10.23%	5.11%
401-3410-539-5200	OPERATING SUPPLIES	-	20,200	1,102	9,619	10,581	19,238	95.24%	47.62%
401-3410-539-5250	FUEL AND GASOLINE	228	11,550	562	1,397	10,153	2,794	24.19%	12.10%
401-3410-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	4,660	-	-	4,660	-	0.00%	0.00%
401-3410-539-5500	TRAINING	99	7,700	-	2,859	4,841	5,718	74.26%	37.13%

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	3410 PS - DESIGN ENGINEERING	47,938	1,621,215	48,445	236,285	1,384,930	472,570	29.15%	14.57%
	WATER & WASTEWATER OPER Expenditure Tot	2,297,353	42,588,012	1,984,474	10,965,012	31,622,370	23,848,177	56.00%	25.75%
	402 SANITATION Revenue Total	597,022	7,808,545	587,436	3,077,477	(4,731,068)	6,833,951	87.52%	39.41%
402-3210-000-0000	SANITATION	-	-	-	-	-	-	-	-
402-3210-534-0048	SANITATION	-	-	-	-	-	-	-	-
402-3210-534-1200	REGULAR SALARIES AND WAGES	93,536	1,064,224	98,373	544,084	520,140	1,088,168	102.25%	51.12%
402-3210-534-1210	LONGEVITY PAY	-	3,959	-	-	3,959	-	0.00%	0.00%
402-3210-534-1400	OVERTIME PAY	21,035	150,000	21,134	76,486	73,514	152,971	101.98%	50.99%
402-3210-534-1600	OTHER REIMBURSED ALLOWANCES	92	960	92	462	498	923	96.15%	48.08%
402-3210-534-2100	FICA TAXES - CITY MATCHING	8,467	92,565	8,788	45,406	47,159	90,812	98.11%	49.05%
402-3210-534-2200	CITY RETIREMENT CONTRIBUTION	13,648	177,995	17,462	89,511	88,484	179,021	100.58%	50.29%
402-3210-534-2300	LIFE AND HEALTH INSURANCE	18,313	333,914	21,769	111,932	221,982	223,863	67.04%	33.52%
402-3210-534-2400	WORKER'S COMPENSATION	3,146	13,931	-	3,998	9,934	7,996	57.39%	28.70%
402-3210-534-3100	PROFESSIONAL SERVICES	-	49,773	-	-	49,773	-	0.00%	0.00%
402-3210-534-3400	OTHER CONTRACTUAL SERVICES	-	26,856	-	-	26,856	-	0.00%	0.00%
402-3210-534-4000	TRAVEL & PER DIEM	227	1,800	-	-	1,800	-	0.00%	0.00%
402-3210-534-4200	FREIGHT & POSTAGE SERVICES	-	6,140	-	-	6,140	-	0.00%	0.00%
402-3210-534-4300	UTILITY SERVICES	1,105	6,650	402	3,047	3,603	6,093	91.63%	45.81%
402-3210-534-4302	SANITATION TIPPING FEES	151,062	1,884,500	146,488	732,693	1,151,807	1,465,387	77.76%	38.88%
402-3210-534-4400	RENTAL AND LEASES	23,200	274,996	6,500	91,273	183,723	182,547	66.38%	33.19%
402-3210-534-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	1,389	24,622	165	1,855	22,767	3,711	15.07%	7.54%
402-3210-534-4650	VEHICLE MAINTENANCE	58,026	561,123	67,993	372,989	188,134	745,977	132.94%	66.47%
402-3210-534-4700	PRINTING SERVICES	390	7,400	-	-	7,400	-	0.00%	0.00%
402-3210-534-4800	PROMOTIONAL ADVERTISING	-	20,000	-	(500)	20,500	10,000	50.00%	-2.50%
402-3210-534-4902	LEGAL ADVERTISING	-	1,500	-	-	1,500	-	0.00%	0.00%
402-3210-534-4903	TEMPORARY LABOR	28,648	316,342	32,381	122,904	193,438	245,809	77.70%	38.85%
402-3210-534-4960	BAD DEBT EXPENSE	-	5,000	-	-	5,000	-	0.00%	0.00%
402-3210-534-5100	OFFICE SUPPLIES	62	1,200	-	613	587	1,227	102.25%	51.12%
402-3210-534-5200	OPERATING SUPPLIES	1,172	532,925	64,544	90,404	442,521	180,807	33.93%	16.96%
402-3210-534-5250	FUEL AND GASOLINE	24,640	320,000	25,473	138,154	181,846	276,309	86.35%	43.17%
402-3210-534-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	-	900	-	-	900	-	0.00%	0.00%
402-3210-534-5500	TRAINING	-	2,500	-	1,332	1,168	2,663	106.53%	53.27%
402-3210-534-6400	EQUIPMENT AND MACHINERY	604,108	1,920,793	-	-	1,920,793	267,002	0.00%	0.00%
402-3210-581-9101	TRANSFER TO GENERAL FUND	56,732	5,978	-	-	-	-	0.00%	0.00%
	402 SANITATION Expend Total	1,108,999	7,808,545	511,564	2,426,641	5,375,925	5,131,284	65.71%	31.08%
	403 WATER, WASTERWATER AND Revenue Total	305,727	21,381,831	645,944	7,439,053	(13,942,778)	14,878,105	69.58%	34.79%
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	110,458	100.00%	53.26%
403-3113-533-0040	WATER IMPACT FEES	-	-	-	-	-	-	0.00%	0.00%
403-3113-533-6300	IMPROVE OTHER THAN BLDGS	12,115	9,185,815	-	-	9,185,815	3,061,938	33.33%	0.00%
	3113 WATER IMPACT FEES	12,115	9,584,123	-	346,677	9,237,446	3,460,247	36.10%	3.62%
403-3115-000-0000	REUSE IMPACT FEES	-	-	-	-	-	-	-	-
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	-	319,520	29,435	29,435	290,085	58,870	18.42%	9.21%
403-3115-535-6300	IMPROVE OTHER THAN BLD.	3,842	5,456,808	-	-	5,456,808	1,966,346	36.03%	0.00%
	3115 REUSE IMPACT FEES	3,842	5,937,654	29,435	170,165	5,767,488	2,186,542	36.83%	2.87%
403-3123-000-0000	WASTEWATER IMPACT FEES	-	-	-	-	-	-	-	-

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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%
403-3123-535-0041	SEWER IMPACT FEES	-	-	-	-	-	-	0.00%	0.00%
403-3123-535-6300	IMPROVE OTHER THAN BLDGS	-	1,706,737	-	-	1,706,737	568,912	33.33%	0.00%
	3123 WASTEWATER IMPACT FEES	-	5,765,213	-	585,842	5,179,371	4,627,388	80.26%	10.16%
403-3133-000-0000	WATER/WASTEWATER COMBINATION SERVICES	-	-	-	-	-	-	-	-
403-8019-536-6400	EQUIPMENT & MACHINERY	-	94,842	-	24,212	70,630	48,424	51.06%	25.53%
	8019 SCADA SYSTEM EQUIPMENT	-	94,842	-	24,212	70,630	48,424	51.06%	25.53%
	WATER, WASTERWATER AND Expenditure	15,957	21,381,831	29,435	1,126,896	20,254,935	10,322,600	48.28%	5.27%
	601 FIREFIGHTER'S PENSION F Revenue Tot	2,260,809	-	-	956,439	956,439	1,912,878	0.00%	0.00%
601-9910-000-0000	FIREFIGHTERS' PENSION	-	-	-	-	-	-	0.00%	0.00%
601-9910-518-3600	PENSION BENEFIT PAYMENTS	570,107	-	-	-	-	-	0.00%	0.00%
601-9910-522-1900	TERMINATION PAYMENTS	22,393	-	-	-	-	-	0.00%	0.00%
601-9910-522-3100	PROFESSIONAL SERVICES	7,294	-	-	-	-	-	0.00%	0.00%
	9910 FIREFIGHTERS' PENSION Expenditure	599,793	-	-	-	-	-	0.00%	0.00%
							-	0.00%	0.00%
	602 POLICE PENSION FUND Revenue Totals	2,793,401	-	-	804,338	804,338	1,930,412	0.00%	0.00%
602-9920-000-0000	POLICE PENSION	-	-	-	-	-	-	-	-
602-9920-518-3600	PENSION BENEFIT PAYMENTS	684,852	-	-	-	-	-	0.00%	0.00%
602-9920-521-1900	TERMINATION PAYMENTS	21,939	-	-	-	-	-	0.00%	0.00%
602-9920-521-3100	PROFESSIONAL SERVICES	9,074	-	-	-	-	-	0.00%	0.00%
	9920 POLICE PENSION Expenditure	715,865	-	-	-	-	-	0.00%	0.00%
	603 GENERAL EMPLOYEE'S PENS Revenue Tot	2,593,308	-	-	802,818	802,818	1,926,764	0.00%	0.00%
603-9930-513-0051	GENERAL EMPLOYEES' PENSION	-	-	-	-	-	-	0.00%	0.00%
603-9930-513-3100	PROFESSIONAL SERVICES	8,017	-	-	-	-	-	0.00%	0.00%
603-9930-513-9902	TERMINATION CONTRIBUTION REFUNDS	205,553	-	-	-	-	-	0.00%	0.00%
603-9930-518-3600	PENSION BENEFIT PAYMENTS	935,027	-	-	-	-	-	0.00%	0.00%
	9930 GENERAL EMPLOYEE'S PENS Expenditure Tot	1,148,597	-	-	-	-	-	0.00%	0.00%
	610 COMMUNITY DEVELOPMENT A Revenue Total	-	4,343,599	-	1,131,059	(3,212,541)	1,131,059	26.04%	26.04%
610-9950-000-0000	CRA	-	-	-	-	-	-	-	-
610-9950-515-0053	COMMUNITY REDEVELOPMENT	-	-	-	-	-	-	-	-
610-9950-515-3100	PROFESSIONAL SERVICES	-	220,000	-	37,307	182,693	74,626	33.92%	16.96%
610-9950-515-3200	AUDIT SERVICES	-	5,500	-	-	5,500	4,000	72.73%	0.00%
610-9950-515-4000	TRAVEL AND PER DIEM	-	850	-	-	850	850	100.00%	0.00%
610-9950-515-4900	CRA (BCAP)	-	30,000	-	8,213	21,788	8,213	27.38%	27.38%
610-9950-515-4910	CRA (FRAP)	-	100,000	-	39,142	60,858	56,336	56.34%	39.14%
610-9950-515-4912	CRA (BPRP)	-	20,000	-	-	20,000	-	0.00%	0.00%
610-9950-515-4914	CRA (BIFAP)	-	20,000	-	-	20,000	-	0.00%	0.00%
610-9950-515-4920	CRA (RFAP)	-	300,000	-	-	300,000	-	0.00%	0.00%
610-9950-515-4922	CRA (RRAP)	-	10,000	-	-	10,000	-	0.00%	0.00%
610-9950-515-4950	DEMOLITION	-	10,000	-	-	10,000	-	0.00%	0.00%
610-9950-515-4960	DOWNTOWN BENCHES, CANS, ETC.	-	25,000	-	-	25,000	-	0.00%	0.00%

March - FY24 Budget to Actual Report

Account	Account Description	FY23 Prior - March Rev/Expd	FY24 Amended Budgeted	FY24 Current - March Rev/Expd	FY24 YTD Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Annual %	YTD %
610-9950-515-5400	BOOKS, SUBS & MEMBERSHIPS	-	1,170	-	175	995	-	0.00%	14.96%
610-9950-515-5500	TRAINING	-	450	-	-	450	175	38.89%	0.00%
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS.	1,575	3,600,629	-	100,000	3,500,629	500,000	13.89%	2.78%
610 COMMUNITY DEVELOPMENT A Expend Total		1,575	4,343,599	-	184,837	4,158,762	644,200	14.83%	4.26%



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 1.

Meeting Date: May 1, 2024

Department: Human Resources

SUBJECT:

Introduction and appointment of the City Administrator Mr. Jacob Smith.

REQUEST:

City Councils approval to hire Mr. Jacob Smith as the City Administrator for the City of Apopka.

SUMMARY:

After review of his resume we have chosen to bring Mr. Jacob Smith to Council to hire him as the City Administrator for the City of Apopka.

FUNDING SOURCE:

FY24 Administration Budget

RECOMMENDED MOTION:

Ratify Mr. Jacob Smith as the City Administrator for the City of Apopka.

ATTACHMENTS:

1. JACOB SMITH RESUME_Redacted

JACOB J SMITH

March 10, 2024

Dear Hiring Committee,

I am writing to express my keen interest in the City Administrator position at the City of Apopka. With 18 years of dedicated experience in public administration, strategic planning, and municipal management, I am eager to bring my proven track record of success to support Apopka's growth and development.

Throughout my career, I have achieved numerous milestones that have positively impacted the communities I've served. As the City Manager of Fruit Heights City, I led the implementation of a strategic plan to align with the General Plan, resolving audit findings, and bringing the city into compliance with state and federal agencies. Additionally, I secured over \$1 million in grant awards and revitalized community engagement efforts, reengaging Fruit Heights with regional planning initiatives.

During my tenure as the Assistant City Manager/Finance Director of Centerville City, I played a pivotal role in economic development by securing incentive agreements for a \$35 million ATV mall and increasing General Fund reserves from 5% to 20%. Furthermore, I spearheaded the development of a park master plan through community engagement, secured over \$10 million in grant funding, and led a successful park expansion project. My efforts in enhancing financial internal controls and modernizing HR processes contributed to achieving "Very Low" risk assessment scores and Excellence in Financial Reporting recognition from the GFOA.

My leadership philosophy, as highlighted in my resume, underscores my commitment to genuine engagement, positivity, and empowerment. As an INCLUDER according to the Clifton Strengths Finder, I deeply value inclusion and strive to create an environment where all voices are heard. My ACTIVATOR nature drives me to turn ideas into action promptly, aligning with my belief in living by Benjamin Franklin's adage, "Never leave that till tomorrow which you can do today."

Moreover, my BELIEF in honesty, ethics, and the golden rule shapes my decision-making process, guiding me to always prioritize integrity and fairness. My relentless drive as an ACHIEVER fuels my focus and dedication, ensuring that I consistently deliver excellence in all endeavors.

It is important to note that my departure from my previous position was the result of challenging circumstances involving small town politics, where I endeavored to rectify legal and ethical issues. Unfortunately, my commitment to upholding integrity and compliance sometimes clashed with

certain stakeholders' interests, leading to my resignation. However, this experience has reinforced my unwavering dedication to ethical leadership and my resolve to address complex issues head-on, even in the face of adversity.

Relocating to Florida aligns with my personal and professional aspirations, and I am enthusiastic about the prospect of contributing to Apopka's continued success. I am confident that my passion for public service, coupled with my leadership philosophy centered on genuine engagement and empowerment, make me a strong candidate for this role.

Thank you for considering my application. I am eager to further discuss how my qualifications and achievements, alongside my personality traits, can contribute to the City of Apopka's vision. I look forward to the opportunity to explore this exciting opportunity with you.

Warm regards,

Jacob J Smith



Jacob J Smith

Public Administrator

SYNOPSIS	SKILLS
Dedicated and accomplished Public Administrator with 18 years of progressive experience in public sector operations, strategic planning, finance, budgeting, human resources, and policy development. Adept at empowering high performance, implementing strategic initiatives, and ensuring compliance with regulations through positive leadership. Seeking a challenging leadership role in a professional and ethical environment to leverage expertise in policy development, strategic planning, budgeting, finance, education, and community engagement.	▪ Budgeting ▪ Communication ▪ Community Engagement ▪ Customer Service ▪ Finance ▪ Economic Development ▪ Grants ▪ Human Resources ▪ Leadership ▪ Personnel Management ▪ Problem Solving ▪ Project Management ▪ Purchasing ▪ Research/Analysis ▪ Risk Management ▪ Strategic Planning ▪ Teamwork
EXPERIENCE	EDUCATION/TRAINING
<u>City Manager</u> <i>Fruit Heights City, Utah</i> <i>April 2023-November 2023</i> ▪ Served as the CEO for a city with a population of ~7,000 within a metro area of over 1 million. ▪ Managed the day-to-day operations, being a small town, acted as the Finance Director, Human Resource Manager, Recorder, and Public Information Officer ▪ Collaborated with City Council and Mayor on strategic planning, improved business processes, and policy development ▪ Worked with residents and businesses on a daily basis to resolve code violations, conflicts, and issues ▪ Engaged the community through personal visits, phone calls and emails, public hearings, open houses, newsletter, website/social media notices and public events ▪ Active participant in regional efforts including the Wasatch Front Regional Council, Utah Governor Office of Economic Opportunity, Utah Transit Authority, Rural Water Association, Weber Basin Conservatory District, Economic Development Corp of Utah, Utah League of Cities and Towns, etc. <i>Favorite Accomplishments:</i> ▪ Strategic plan to implement recently adopted General Plan ▪ Municipal Code Update ▪ Water Capital Facilities Plan and Rate/Impact Fee Study ▪ Personnel Policy update and enhancements including a new recruitment and retention tool ▪ Reformed budget process	<u>Master of Public Administration</u> <i>Northern Illinois University</i> ▪ Urban Management Emphasis ▪ Graduated First in Class (4.0 gpa) <u>Bachelor of Arts</u> <i>Brigham Young University</i> <u>Economic Development Institute</u> <i>Oklahoma University</i> <u>Official Training:</u> ▪ Economic Development Certificate ▪ ICMA High Performance Leadership ▪ Outward Mindset – Arbinger ▪ Outward Inclusion – Arbinger ▪ Citizen Police Academy ▪ ICMA Emerging Leaders PERSONALITY/TRAITS <u>Clifton Strengths Finder:</u> <i>Relationship Building:</i> INCLUDER Accept all others and very aware of inclusion. Very open-minded and nonpolitical/neutral <i>Influencing:</i> ACTIVATOR

- Resolved retirement audit findings
- Brought city into compliance (city prior was in trouble) with various state and federal agencies
- Grant awards totally just over 1 million
- Reengaging Fruit Heights with state, regional, and local planning efforts

Assistant City Manager/Finance Director

Centerville City, Utah

April 2012-May 2023

- Acted as the second ranking executive for the city and played a key role in strategic planning, policy development, and oversight of multiple departments
- Led all efforts/departments/personnel in Finance, Budget, HR, IT, Municipal Court, Risk, Public Relations, Recreation, Museum, and Economic Development
- City liaison with regional planners, businesses, and developers for economic and regional planning initiatives

Favorite Accomplishments:

- Successfully created an economic development area and secured incentive agreements with a large regional ATV dealer to build a \$35 million ATV mall
- Increased General Fund reserves from 5% to 20% through conservative practices and better budget planning
- Engaged the community through surveys and open houses to develop a park master plan
- Wrote and was awarded more than \$10 million in grant funding
- Project lead on a 5 acre park expansion including ball fields, pavilion, restrooms and a playground
- Created the first operational metrics system for measuring performance that served as the example for many other cities in Utah
- Led a large volunteer committee that successfully threw 8 very well-attended 4th of July celebration events
- Increased financial internal controls through better business processes. Secured a "Very Low" risk assessment score given by the Utah State Auditor
- Began the city's first social/media campaign and revamped the website for better community engagement
- Achieved Excellence in Financial Reporting every year from the GFOA
- Overhaul and modernization of the lifecycle and business processes for employees (HR) including recruitment, retention, benefits, compensation, and training
- Created and adopted new procurement/purchasing policy

Finance/Grants/Budget Manager

State of Utah

September 2008-April 2012

- Managed accounting, payroll, and grant application processes for Workforce Services

Take ideas and put them into action. Live by what Benjamin Franklin said "Never leave that till tomorrow which you can do today."

Executing:

BELIEF

Very honest, ethical and believe in the golden rule. I live with no personal regrets. I live what I believe.

ACHIEVER

Very focused and work hard. If I'm idle, I'm not happy.

Strategic Thinker:

LEARNER

Continually improving and looking to learn more.

Myers-Briggs Personality Type

Indicator:

PROTAGONIST (ENFJ)

I have to have purpose. I like to contribute to and help others understand how they contribute as well to the overall mission of the organization.

An idealist and very intuitive in my decision making process. I do not shy away from doing the right thing. Like-minded people enjoy my company but those that just show up to work for a paycheck are my challenge.

I believe in growing personally and try to help others do the same by empowering, challenging, and encouraging.

Leadership Philosophy:

"Impactful change of my organization through genuine self-engagement, positivity, example, effective communication, and empowering all those around me."

AFFILIATIONS/MEMBERSHIPS

- International City Managers Association (ICMA)
- Utah City Managers Association
- Government Finance Officers Association (GFOA)

- Represented the Governor for eight state agencies, providing expertise on budgetary and policy issues
- Tracked legislation, presented agency budgets to the legislature, and maintained oversight of \$1.5 billion in budgets

Favorite Accomplishments:

- Managed to avoid audit findings on the unemployment benefit account during the Great Recession
- Worked with senators to begin the Tier II retirement system for public employees
- Helped agencies avoid major reductions in force and services through strategic and hard budget discussions during the Great Recession
- Successfully coordinated the grant process for over \$1 billion in federal aid (ARRA)

Management/Policy Analyst

City of Saratoga Springs

August 2007-July 2008

Executive Assistant

Village of Willowbrook, Illinois

March 2006-July 2007

- International Economic Development Council
- Society for Human Resource Management
- Wasatch Front Regional Council
- Legacy Preservation Committee

CONTACT INFO

Cell:

[REDACTED]

Email:

[REDACTED]

Address:

[REDACTED]



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 2.

Meeting Date: May 1, 2024

Department: Community Development

SUBJECT:

Crossroads at Kelly Park, Phases 1-2, 1-3 and 2 - Plat

REQUEST:

Approve the Crossroads at Kelly Park, Phases 1-2, 1-3 and 2 – Plat.

SUMMARY:

Owner(s): Kelly Park Land Investments, LLC & Galvin Land Services LLC

Applicant(s): Poulos & Bennett, LLC c/o Melissa Martinez

Tract Size: 150.19 +/- acres

Parcel Identification Number(s): 11-20-27-0000-00-003, 11-20-27-0000-00-013, 11-20-27-0000-00-036 and 11-20-27-0000-00-070

Location: 4510 Ondich Road

Future Land Use: Mixed Use

Zoning: KPI-MU (Kelly Park Interchange - Mixed-Use)

Project Manager: Jean Sanchez

Zoning Report:

Direction Future Land Use Zoning Present Use

North Rural Settlement and County Rural

AG (Agriculture(and County A-1 (Citrus Rural) Agricultural facilities and single-family residences

South Rural Settlement

AG and County A-1 Agricultural facilities and single-family residences

East Mixed-Use KPI-MU (Kelly Park Interchange - Mixed-Use) Single-family residences

West Rural Settlement

AG and RCE (Residential County Estates) Agricultural facilities and single-family residences

PROJECT SUMMARY:

The applicant has submitted the Crossroads at Kelly Park, Phases 1.2, 1-3 and 2 – Plat to create stormwater tracts, roads and other infrastructure to support the previously approved projected expansion of the Crossroads at Kelly Park development. The Plat is consistent with all Crossroads at Kelly Park phases approved by the City Council and the Crossroads Ph 1-2, 1-3 & 2 Master Infrastructure - Construction Site Plan approved by the Development Review Committee on September 6, 2023.

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

The plat and its general layout and design comply with all applicable standards in Article 5: Development Standards, and Article 6: Environmental Standards;

The plat complies with all conditions of approval in any development approval or permit to which it is subject;

The plat conforms to the requirements of Chapter 177, Florida Statutes before recordation and per the review and

determination of the City Surveyor;

The plat conforms to any development plan (major or minor) to which it is a part; and

The plat complies with all other applicable standards in this LDC and all other City regulations.

ACCESS:

The access to the development is on Kelly Park Road via Waypointe Boulevard.

PUBLIC HEARING SCHEDULE:

April 9, 2024 - Planning Commission (5:30 P.M.)

May 1, 2024 - City Council (1:30 P.M.)

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee (DRC):

Recommends approval of the Crossroads at Kelly Park, Phases 1-2, 1-3 and 2 – Plat.

Planning Commission:

At its meeting on April 9, 2024, the Planning Commission unanimously recommended approval of the Crossroads at Kelly Park, Phases 1-2, 1-3 and 2 – Plat.

Recommended Motion - City Council:

Approve the Crossroads at Kelly Park, Phases 1-2, 1-3 and 2 – Plat.

ATTACHMENTS:

1. Crossroads at KP 1-2, 1-3 & 2 - Plat
2. Maps

CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2

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

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11, FOR A POINT OF REFERENCE; THENCE SOUTH 0017°05" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, RUN 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, SAID POINT ALSO BEING OF THE POINT OF BEGINNING; THENCE NORTH 89°08'52" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE, 1,328.91 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN SOUTH 02°22'34" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, RUN 489.84 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°37'26" WEST, 110.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 90°00'00"; AN ARC LENGTH 39.27 FEET AND A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF NORTH 45°22'34" WEST, TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE, THENCE SOUTH 89°37'26" WEST, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 90°00'00"; AN ARC LENGTH 39.27 FEET AND A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°37'26" WEST, TO A POINT OF TANGENCY; THENCE, SOUTH 89°37'26" WEST, 190.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 90°00'00"; AN ARC LENGTH 39.27 FEET AND A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 73°38'51" EAST, TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 71°27'34"; AN ARC LENGTH 31.18 FEET AND A CHORD LENGTH OF 29.20 FEET AND A CHORD BEARING OF SOUTH 36°06'21" EAST, TO A POINT OF TANGENCY; THENCE SOUTH 00°22'34" EAST, 201.67 FEET; THENCE, NORTH 89°37'36" EAST, 50.00 FEET; THENCE SOUTH 00°22'34" EAST, 705.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 90°00'00"; AN ARC LENGTH 39.27 FEET AND A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 45°22'34" EAST, TO A POINT ON A NON-TANGENT LINE, THENCE, SOUTH 00°51'50" WEST, 55.01 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 86°38'45"; AN ARC LENGTH 37.81 FEET AND A CHORD LENGTH OF 34.31 FEET AND A CHORD BEARING OF SOUTH 46°10'03" WEST, TO A POINT ON REVERSE CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 670.00 FEET; A CENTRAL ANGLE OF 46°14'02"; AN ARC LENGTH 540.65 FEET AND A CHORD LENGTH OF 526.10 FEET AND A CHORD BEARING OF SOUTH 26°05'42" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 85°02'51"; AN ARC LENGTH 37.11 FEET AND A CHORD LENGTH OF 33.79 FEET AND A CHORD BEARING OF SOUTH 06°41'17" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 35°50'08" EAST, 204.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 93°55'20"; AN ARC LENGTH 40.98 FEET AND A CHORD LENGTH OF 36.54 FEET AND A CHORD BEARING OF SOUTH 82°47'48" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 39°45'28" EAST, 55.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 948.00 FEET; A CENTRAL ANGLE OF 00°29'29"; AN ARC LENGTH 7.01 FEET AND A CHORD BEARING OF SOUTH 50°27'17" WEST, TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 86°30'09"; AN ARC LENGTH 37.74 FEET AND A CHORD LENGTH OF 34.26 FEET AND A CHORD BEARING OF SOUTH 07°24'57" WEST, TO A POINT OF TANGENCY; THENCE, SOUTH 35°50'08" EAST FOR A DISTANCE OF 102.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 430.00 FEET; A CENTRAL ANGLE OF 54°44'56"; AN ARC LENGTH 410.88 FEET AND A CHORD BEARING OF SOUTH 63°12'36" EAST, TO A POINT OF TANGENCY; THENCE, NORTH 89°24'56" EAST FOR A DISTANCE OF 163.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 165.00 FEET; A CENTRAL ANGLE OF 03°17'24"; AN ARC LENGTH 9.47 FEET AND A CHORD BEARING OF NORTH 87°46'14" EAST, TO A POINT OF TANGENCY; THENCE NORTH 86°07'32" EAST, 60.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 39°13'52"; AN ARC LENGTH 17.12 FEET AND A CHORD BEARING OF NORTH 66°30'36" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET; A CENTRAL ANGLE OF 30°50'21"; AN ARC LENGTH 30.69 FEET AND A CHORD LENGTH OF 30.32 FEET AND A CHORD BEARING OF NORTH 62°18'50" EAST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET; A CENTRAL ANGLE OF 46°23'52"; AN ARC LENGTH 4.05 FEET AND A CHORD LENGTH OF 3.94 FEET AND A CHORD BEARING OF NORTH 54°32'04" EAST, TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 170.50 FEET; A CENTRAL ANGLE OF 10°44'46"; AN ARC LENGTH 31.98 FEET AND A CHORD LENGTH OF 31.93 FEET AND A CHORD BEARING OF NORTH 25°57'45" EAST, TO A POINT ON A NON-TANGENT LINE; THENCE, SOUTH 69°24'38" EAST, 59.00 FEET TO POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 11°22'54"; AN ARC LENGTH 49.07 FEET AND A CHORD LENGTH OF 41.56 FEET AND A CHORD BEARING OF SOUTH 35°38'35" EAST, TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE SOUTH 00°28'01" EAST, 59.02 FEET; THENCE SOUTH 88°07'28" WEST, 32.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET; A CENTRAL ANGLE OF 56°05'38"; AN ARC LENGTH 4.90 FEET AND A CHORD LENGTH OF 4.70 FEET AND A CHORD BEARING OF SOUTH 60°04'39" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 57.02 FEET; A CENTRAL ANGLE OF 24°22'01"; AN ARC LENGTH 24.25 FEET AND A CHORD LENGTH OF 24.07 FEET AND A CHORD BEARING OF SOUTH 44°12'55" WEST, TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5.00 FEET; A CENTRAL ANGLE OF 44°37'27"; AN ARC LENGTH 3.89 FEET AND A CHORD LENGTH OF 3.80 FEET AND A CHORD BEARING OF SOUTH 34°05'16" WEST, TO THE POINT OF CURVATURE OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 565.00 FEET; A CENTRAL ANGLE OF 12°14'34"; AN ARC LENGTH 120.50 FEET AND A CHORD BEARING OF SOUTH 05°39'16" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 00°28'01" EAST, 93.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 95°29'10"; AN ARC LENGTH 41.68 FEET AND A CHORD LENGTH OF 37.01 FEET AND A CHORD BEARING OF SOUTH 48°12'36" EAST, TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE SOUTH 05°57'11" EAST, 59.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 470.50 FEET; A CENTRAL ANGLE OF 04°36'53"; AN ARC LENGTH 37.90 FEET AND A CHORD LENGTH OF 37.89 FEET AND A CHORD BEARING OF SOUTH 81°44'23" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 79°25'56" WEST, 76.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 529.50 FEET; A CENTRAL ANGLE OF 09°49'36"; AN ARC LENGTH 90.81 FEET AND A CHORD BEARING OF SOUTH 84°20'44" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 89°15'33" WEST, 380.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET; A CENTRAL ANGLE OF 90°00'00"; AN ARC LENGTH 39.27 FEET AND A CHORD LENGTH OF 35.36 FEET AND A CHORD BEARING OF SOUTH 44°15'13" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 00°44'57" WEST, 110.00 FEET TO A POINT ON THE NORTH LINE OF LOT 1 AS RECORDED IN PLAT BOOK 53, PAGE 82, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°15'33" WEST ALONG SAID NORTH LINE OF LOT 1, 989.37 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 11; THENCE RUN ALONG SAID WEST LINE, NORTH 00°17°05" WEST, 498.24 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE DEPARTING SAID WEST LINE AND SAID SOUTHEAST CORNER, RUN SOUTH 89°30'17" WEST, 1,330.44 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 00°07'41" WEST ALONG SAID WEST LINE, 2239.19 FEET TO THE A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF ONDICH ROAD SAID POINT ALSO BEING A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 803.70 FEET; A CENTRAL ANGLE OF 44°59'58"; AN ARC LENGTH 474.14 FEET AND A CHORD BEARING OF NORTH 67°23'07" EAST, 462.90 FEET AND A CHORD LENGTH OF 462.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 44°53'07" EAST, 69.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET; A CENTRAL ANGLE OF 45°00'00"; AN ARC LENGTH 427.02 FEET AND A CHORD LENGTH OF 416.13 FEET AND A CHORD BEARING OF NORTH 67°23'07" EAST, TO A POINT OF TANGENCY; THENCE NORTH 89°37'07" EAST, 462.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 150.187 ACRES MORE OR LESS.

INDEX
SHEET 1 = COVER SHEET
SHEET 2-5 = BOUNDARY AND DETAIL SHEETS

NOTICE:

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

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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

SURVEYOR'S NOTES RELATING TO PLAT PROPERTY INFORMATION REPORT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, ORDER No. 11361244, DATED: SEPTEMBER 22, 2023.

1. Subject to Easement by and between Frank W. Murphy and Marcia A. Murphy, his wife, Grantor, and Florida Power Corporation, Grantee, recorded May 21, 1985, in Official Records Book 3643, Page 2327. DOES AFFECT SUBJECT PROPERTY, PLOTTED AS SHOWN HEREON.
2. Subject to Tree Trimming/Removal Easement by and between Frank W. Murphy and Marcia A. Murphy, his wife, Grantor, and Florida Power Corporation, Grantee, recorded May 21, 1985, in Official Records Book 3643, Page 2329. DOES AFFECT SUBJECT PROPERTY, PLOTTED AS SHOWN HEREON.
3. Subject to Guying Easement by and between Alderman Properties, Inc., Grantor, and Florida Power Corporation, Grantee, recorded June 5, 1985, in Official Records Book 3649, Page 1695. DOES AFFECT SUBJECT PROPERTY, PLOTTED AS SHOWN HEREON.
4. Subject to Tree Trimming/Removal Easement by and between Alderman Properties, Inc., Grantor, and Florida Power Corporation, Grantee, recorded June 5, 1985, in Official Records Book 3649, Page 1697. DOES AFFECT SUBJECT PROPERTY, PLOTTED AS SHOWN HEREON.
5. Memorandum of Understanding recorded October 1, 2010 in Official Records Book 10113, Page 359. NOT A MATTER OF SURVEY.

6. Ordinance No. 2230 (Kelly Park Crossing Development of Regional Impact) recorded January 19, 2012 in Official Records Book 10320, Page 165, as amended by Ordinance No. 2602, recorded November 15, 2017 in Official Records Instrument No. 20170627271, and further amended by Kelly Crossing Development of Regional Impact Notice of Assignment of Rights and Developer Status recorded December 27, 2019 in Official Records Instrument No. 20190807646. NOT A MATTER OF SURVEY.

7. School Mitigation Agreement for Capacity Enhancement APK-10-001 (Project Name: Kelly Park Crossing) recorded January 28, 2013 in Official Records Book 10512, Page 2705. NOT A MATTER OF SURVEY.

8. Collateral Assignment of Development Rights recorded July 19, 2021, in Official Records Instrument No. 20210432530, together with Amended Collateral Assignment of Development Rights recorded August 25, 2021, in Official Records Instrument No. 202105221426. NOT A MATTER OF SURVEY.

9. Land Development Agreement (Kelly Park Land) recorded July 19, 2021, in Official Records Instrument No. 20210432531, together with First Amendment to Land Development Agreement (Kelly Park Land) recorded May 17, 2023, in Official Records Instrument No. 20230280511. NOT A MATTER OF SURVEY.

10. Collateral Assignment of Development Rights recorded July 19, 2021, in Official Records Instrument No. 20210432562, together with Amended Collateral Assignment of Development Rights recorded August 25, 2021, in Official Records Instrument No. 202105221426. NOT A MATTER OF SURVEY.

11. Subject to Easement Agreement by and between Equestrian LLC, a Delaware limited liability company and Galvin Land Services, LLC, a Florida limited liability company recorded September 20, 2021, in Official Records Instrument No. 20210570307, together with Partial Assignment of Easement Agreement recorded September 21, 2022, in Official Records Instrument No. 20220582896, and together with Amended Easement Agreement recorded May 18, 2023, in Official Records Instrument No. 20230281479. DOES AFFECT SUBJECT PROPERTY, PLOTTED AS SHOWN HEREON.

12. Subject to Easement Agreement by and between Galvin Land Services, LLC, a Florida limited liability company, Kelly Park Land Investments, LLC, a Florida limited liability company, and PM S-1 REO LLC, a Florida limited liability company, recorded September 23, 2021, in Official Records Instrument No. 20210578353. 13. Collateral Assignment and Subordination Agreement recorded March 16, 2022 in Official Records Instrument No. 20220172837. DOES AFFECT SUBJECT PROPERTY, BLANKET IN NATURE AND NOT PLOTTABLE.

13. Collateral Assignment and Subordination Agreement recorded March 16, 2022 in Official Records Instrument No. 20220172837. NOT A MATTER OF SURVEY.

14. Development Agreement (Kelly Park Property) recorded August 3, 2022, in Official Records Instrument No. 20220474291, together with First Amendment to Development Agreement (Kelly Park Property) recorded February 21, 2023, in Official Records Instrument No. 20230100263, and Second Amendment to Development Agreement (Kelly Park Property) recorded January 12, 2023, in Official Records Instrument No. 20230019619. NOT A MATTER OF SURVEY.

15. Subject to Access Easement Agreement by and between Galvin Land Services, LLC, a Florida limited liability company, and Kelly Park Land Investments, LLC, a Florida limited liability company, and DFC Kelly Park, LLC, a Florida limited liability company, recorded September 21, 2022, in Official Records Instrument No. 20220582296. DOES AFFECT SUBJECT PROPERTY, PLOTTED AS SHOWN HEREON.

16. Temporary Access and Utility Easement Agreement by and between Kelly Park Land Investments, LLC, a Florida limited liability company, Galvin Land Services, LLC, a Florida limited liability company, and D.R. Horton, Inc., a Delaware corporation, recorded November 8, 2022, in Official Records Instrument No. 20220678815. DOES AFFECT SUBJECT PROPERTY, BLANKET IN NATURE AND NOT PLOTTABLE.

17. School Concurrence Mitigation Agreement APK-22-004 Kelly Park Property Master Plan recorded April 25, 2023, in Official Records Instrument No. 20230234129. NOT A MATTER OF SURVEY.

18. Subject to Access Easement Agreement by and between Galvin Land Services, LLC, a Florida limited liability company, Kelly Park Land Investments, LLC, a Florida limited liability company, Harrisrip, LLC, a Florida limited liability company, and PRM Apopka/Kelly Park Owner, LLC, a Delaware limited liability company, recorded May 19, 2023, in Official Records Instrument No. 20230286225. DOES AFFECT SUBJECT PROPERTY, PLOTTED AS SHOWN HEREON.

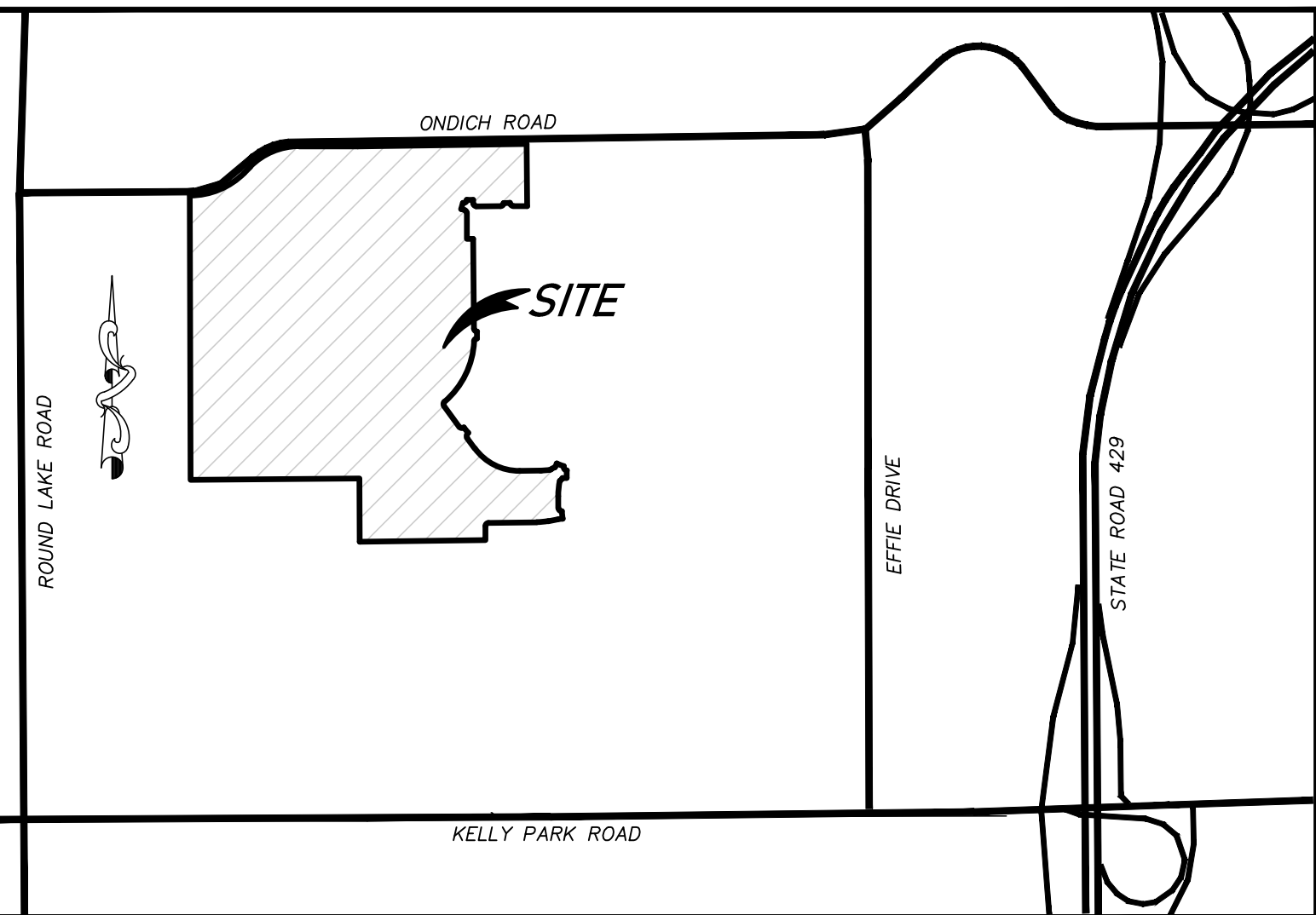
19. Development Agreement recorded May 19, 2023, in Official Records Instrument No. 20230286226. NOT A MATTER OF SURVEY.

20. Roadway Funding Agreement for West Kelly Road recorded July 6, 2023, in Official Records Instrument No. 20230378714. NOT A MATTER OF SURVEY.

21. General Assignment recorded July 25, 2023, in Official Records Instrument No. 20230415203.

22. Subject to Development and Easement Agreement recorded July 25, 2023, in Official Records Instrument No. 20230415204. DOES AFFECT SUBJECT PROPERTY, BLANKET IN NATURE AND NOT PLOTTABLE.

23. Recorded Notice of Environmental Resource Permit recorded August 11, 2023, in Official Records Instrument No. 20230453630. NOT A MATTER OF SURVEY.



LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES:

(1) BEARINGS SHOWN HEREON ARE ASSUMED, RELATIVE TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING NORTH 0017°05" EAST.

(2) —□— DENOTES A PERMANENT REFERENCE MONUMENT (PRM) A SET 4" X 4" CONCRETE MONUMENT WITH A BRASS DISK STAMPED PRM L.S. # 4044.

(3) —●— DENOTES A PERMANENT CONTROL POINT (PCP) A SET NAIL AND DISK STAMPED LS # 4044.

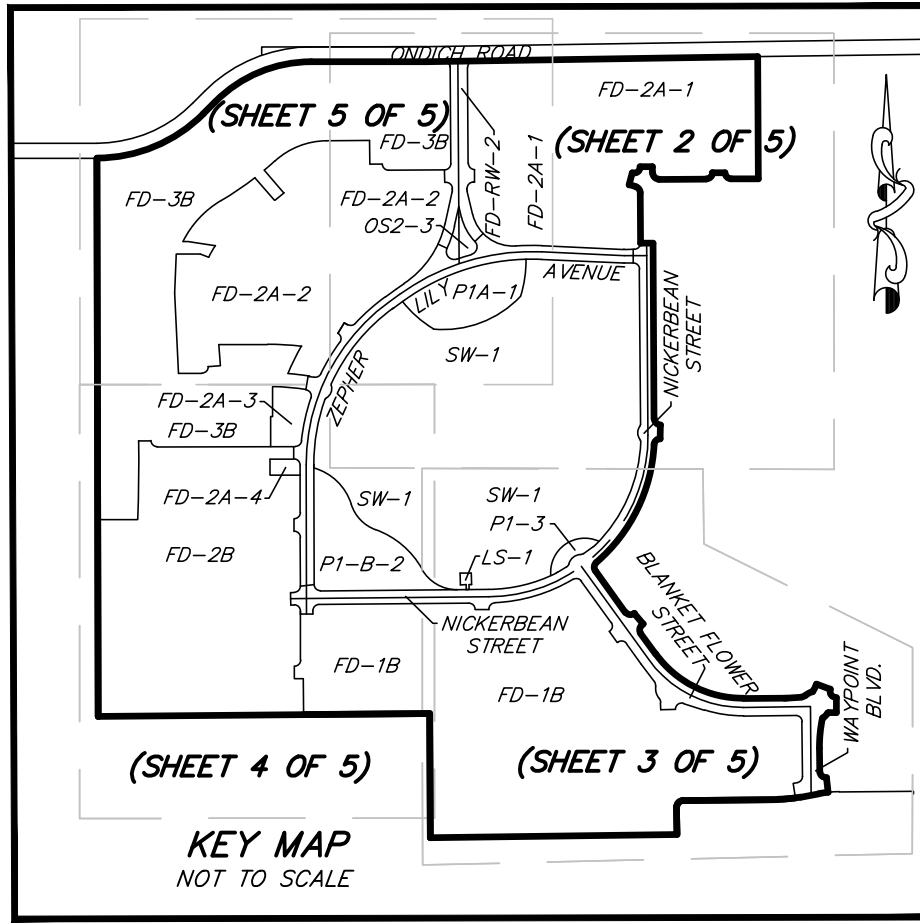
(4) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

(5) TRACTS "FD-1B", "FD-2B", "FD-3B" FD-2A-1", "FD-2A-2", "FD-2A-3", "FD-2A-4" AND TRACTS FD-RW-2 (FUTURE DEVELOPMENT) SHALL BE OWNED AND MAINTAINED BY THE RESPECTIVE OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS.

(6) TRACTS "PIA-1", "PI-1B-2", "PI-3, (PARK) AND OS2-3 (OPEN SPACE) SHALL BE OWNED AND MAINTAINED BY THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT (THE "CDD").

(7) TRACT "SW-1" (STORM WATER TRACT) SHALL BE OWNED AND MAINTAINED BY THE "CDD", AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE DRAINAGE SYSTEM OVER SAID STORM WATER TRACT SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE CITY OF APOPKA FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE, THE EMERGENCY ACCESS EASEMENT GRANTED ABOVE DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON THE CITY OF APOPKA TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE SYSTEM.

(8) TRACTS "LS-1" (LIFT STATION) SHALL BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.



DEDICATION

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

IN WITNESS WHEREOF, KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company, has caused this Dedication to be executed in its name by the below-named officer thereunto duly authorized this ____ day of _____, 2024.

Signed, sealed and delivered in the presence of the following two witnesses: KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company

Print Name: _____
(Witness) Mike Galvin
Manager

Print Name: _____
(Witness)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by ____ Mike Galvin ____ as Manager of ____ KELLY PARK LAND INVESTMENTS, a Florida limited liability company, on behalf of the company, who [] is personally known to me or [] has produced _____ as identification.

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

PLAT

BOOK

PAGE

**CROSSROADS AT KELLY PARK
PHASES 1-2, 1-3 AND 2**

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that GALVIN LAND SERVICES, LLC, a Florida limited liability company, being the owner in fee simple of a portion of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plot for the uses and purposes therein expressed and dedicates Utility Easements, to the perpetual use of the public and same shall be maintained by City of Apopka, Florida. Tract LS-1 (Lift Station), is dedicated in Fee Simple to the City of Apopka without any restrictions whatsoever upon the City of Apopka. City Ownership of Tract LS-1 and any improvements thereon, vests approval of this Plat by the City Council of the City of Apopka, Florida. The recording of this Plat in the Public Records of Orange County, Florida, shall act as conveyance to the City. No further instrument shall be necessary to vest Fee Simple Title in the City as aforementioned. No part of said lands, except as noted on the face of this plat, is dedicated to City of Apopka, Florida or to the public.

IN WITNESS WHEREOF, GALVIN LAND SERVICES, LLC, a Florida limited liability company, has caused this Dedication to be executed in its name by the below-named officer thereunto duly authorized this ____ day of _____, 2024.

Signed, sealed and delivered in the presence of the following two witnesses: GALVIN LAND SERVICES, LLC, a Florida limited liability company

By: _____
Mike Galvin
Manager

Print Name: _____
(Witness)

Print Name: _____
(Witness)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by ____ Mike Galvin ____ as Manager of ____ GALVIN LAND SERVICES, LLC, a Florida limited liability company, on behalf of the company, who [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
Notary Public — State of Florida
My Commission Expires: _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

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

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

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

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

Examined and Approved _____ Date _____

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined and Approved _____ Date _____
Richard W. Earp, City Engineer

CERTIFICATE OF APPROVAL BY REVIEWING SURVEYOR

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

Signed: _____
Printed name: Edwin Munoz Jr., P.S.M. Date _____
Registration Number LB 7288

CERTIFICATE OF APPROVAL BY THE MUNICIPALITY

THIS IS TO CERTIFY, That on _____ the undersigned approved the foregoing Plat.

By: _____
Bryan Nelson, Mayor of The City of Apopka

ATTEST: _____
SUSAN M. BONE, CITY CLERK

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, That the foregoing plat was Recorded in the Orange County Official Records on _____ as Document No. _____

County Comptroller in and for Orange County, Florida

By: _____

CROSSROADS AT KELLY PARK PHASES 1-2, 1-3 AND 2

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

SHEET 2 OF 5

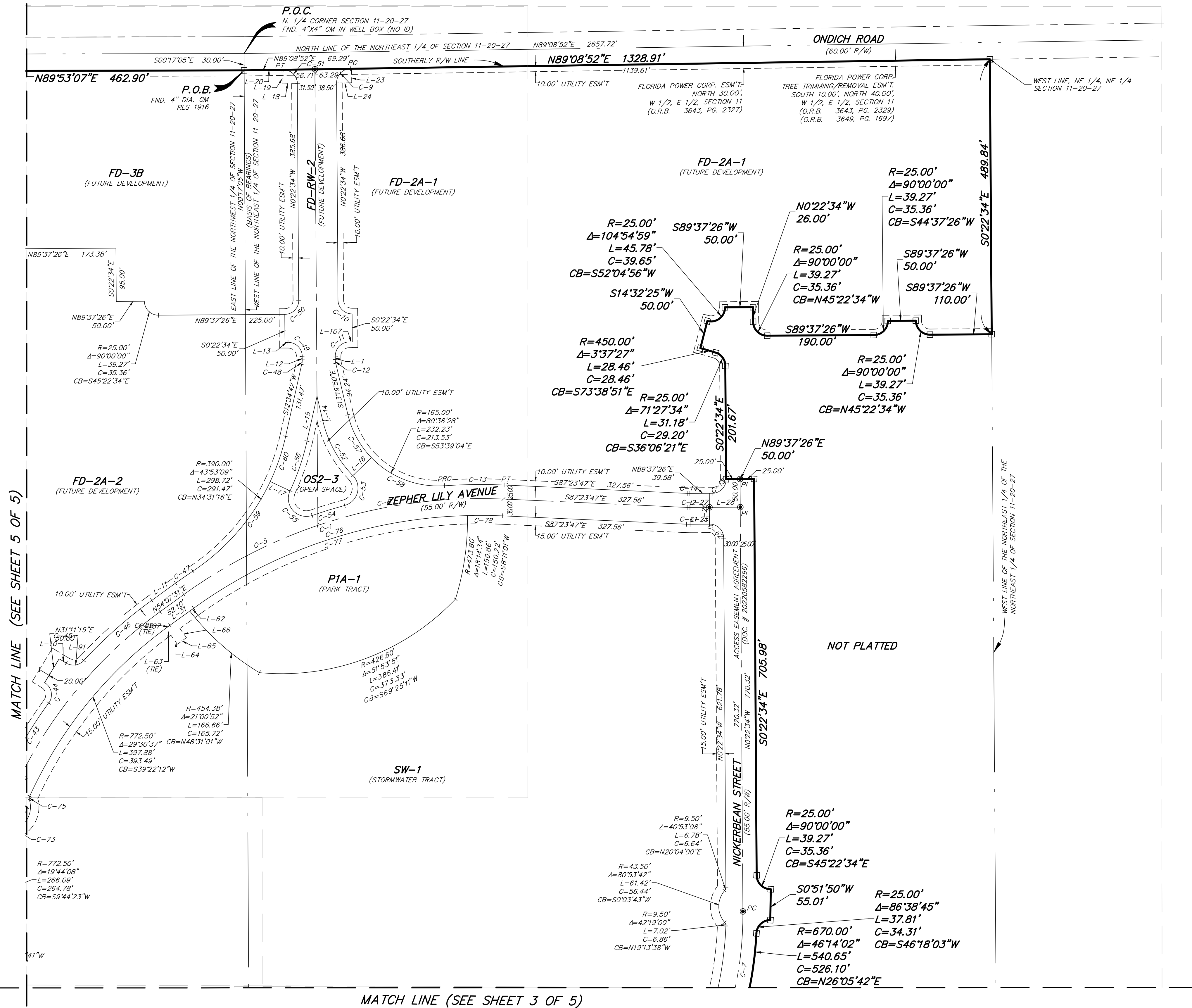
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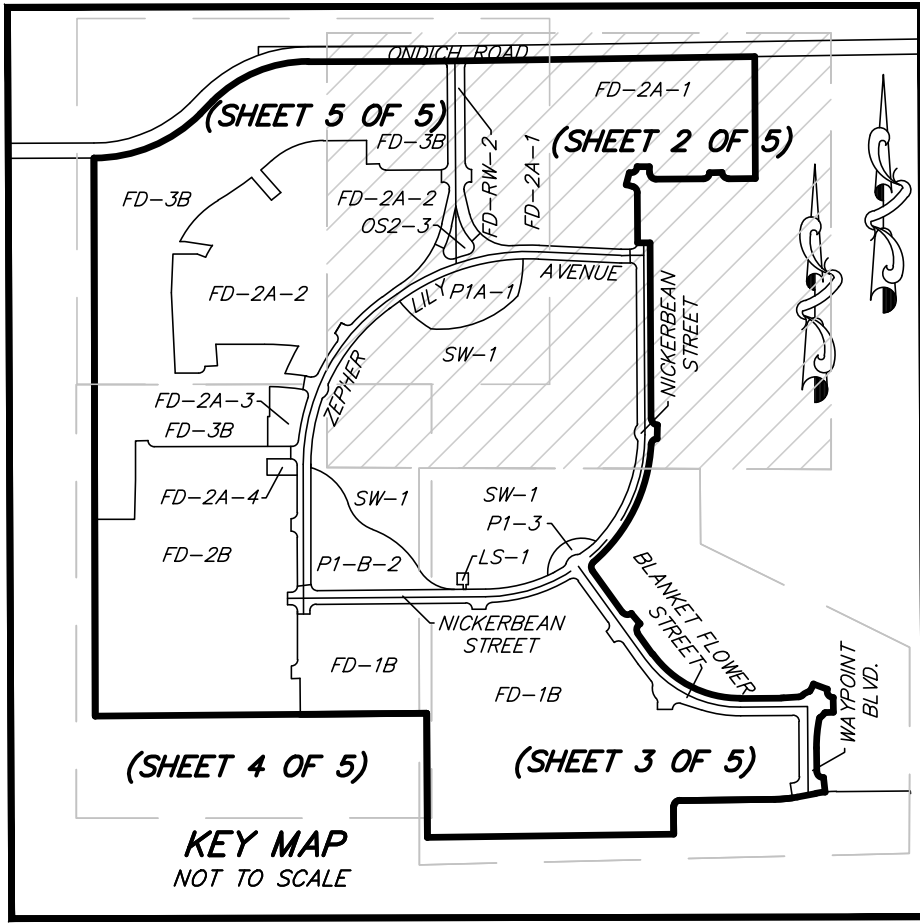


SCALE 1"=100'

LINE TABLE		
LINE #	BEARING	DISTANCE
L-1	N00°22'34"W	6.14'
L-10	S58°48'45"E	14.61'
L-11	N54°07'31"E	52.10'
L-12	N00°22'34"W	6.14'
L-13	S89°37'26"W	5.50'
L-14	S13°19'50"E	44.77'
L-15	S12°34'42"W	81.99'
L-16	N45°59'39"E	46.00'
L-17	N64°53'53"W	39.00'
L-18	S89°08'52"W	26.90'
L-19	N00°51'08"W	25.00'
L-20	N89°08'52"E	67.39'
L-23	N00°51'08"W	25.00'
L-24	N89°08'52"E	27.00'
L-25	N89°37'26"E	34.58'
L-26	N00°22'34"W	55.00'
L-27	N89°37'26"E	34.58'
L-28	N89°37'26"E	55.00'
L-62	N54°07'31"E	8.43'
L-63	N36°31'46"W	15.00'
L-64	S35°46'21"E	20.00'
L-65	N54°07'31"E	20.00'
L-66	N35°52'29"W	20.05'



CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD DISTANCE
C-1	902.50'	38°28'42"	606.09'	594.77'
C-2	97.50'	02°58'47"	5.07'	5.07'
C-5	902.50'	17°08'42"	270.06'	269.06'
C-6	902.50'	21°19'59"	336.03'	334.09'
C-7	645.00'	54°32'26"	613.98'	591.06'
C-9	25.00'	89°31'26"	39.06'	35.21'
C-10	25.00'	90°00'00"	39.27'	35.36'
C-11	25.00'	90°00'00"	39.27'	35.36'
C-12	29.00'	12°57'16"	6.56'	6.54'
C-13	927.50'	06°34'30"	106.44'	106.38'
C-14	72.50'	02°58'47"	3.77'	3.77'
C-15	25.00'	90°00'00"	39.27'	35.36'
C-43	827.50'	10°09'58"	146.82'	146.63'
C-44	25.00'	94°54'58"	41.41'	36.84'
C-45	25.00'	78°17'16"	34.16'	31.56'
C-46	827.50'	11°13'31"	162.12'	161.86'
C-47	927.50'	02°20'20"	37.86'	37.86'
C-48	36.00'	12°57'16"	8.14'	8.12'
C-49	25.00'	90°00'00"	39.27'	35.36'
C-50	25.00'	90°00'00"	39.27'	35.36'
C-51	25.00'	90°28'34"	39.48'	35.50'
C-52	211.00'	30°40'31"	112.97'	111.62'
C-53	32.00'	118°47'39"	66.35'	55.09'
C-54	922.50'	03°45'57"	60.63'	60.62'
C-55	32.00'	134°04'47"	74.88'	58.93'
C-56	429.00'	12°31'25"	93.77'	93.58'
C-57	165.00'	30°40'31"	88.34'	87.29'
C-58	165.00'	49°57'56"	143.89'	139.37'
C-59	390.00'	31°21'43"	213.47'	210.82'
C-60	390.00'	12°31'25"	85.25'	85.08'
C-61	127.50'	02°58'47"	6.63'	6.63'
C-62	25.00'	90°00'00"	39.27'	35.36'
C-73	9.50'	41°28'14"	6.88'	6.73'
C-75	9.50'	41°32'49"	6.89'	6.74'
C-76	872.50'	38°28'42"	585.95'	575.00'
C-77	872.50'	34°21'29"	523.21'	515.40'
C-78	872.50'	04°07'12"	62.74'	62.73'
C-89	772.50'	00°39'17"	8.83'	8.83'



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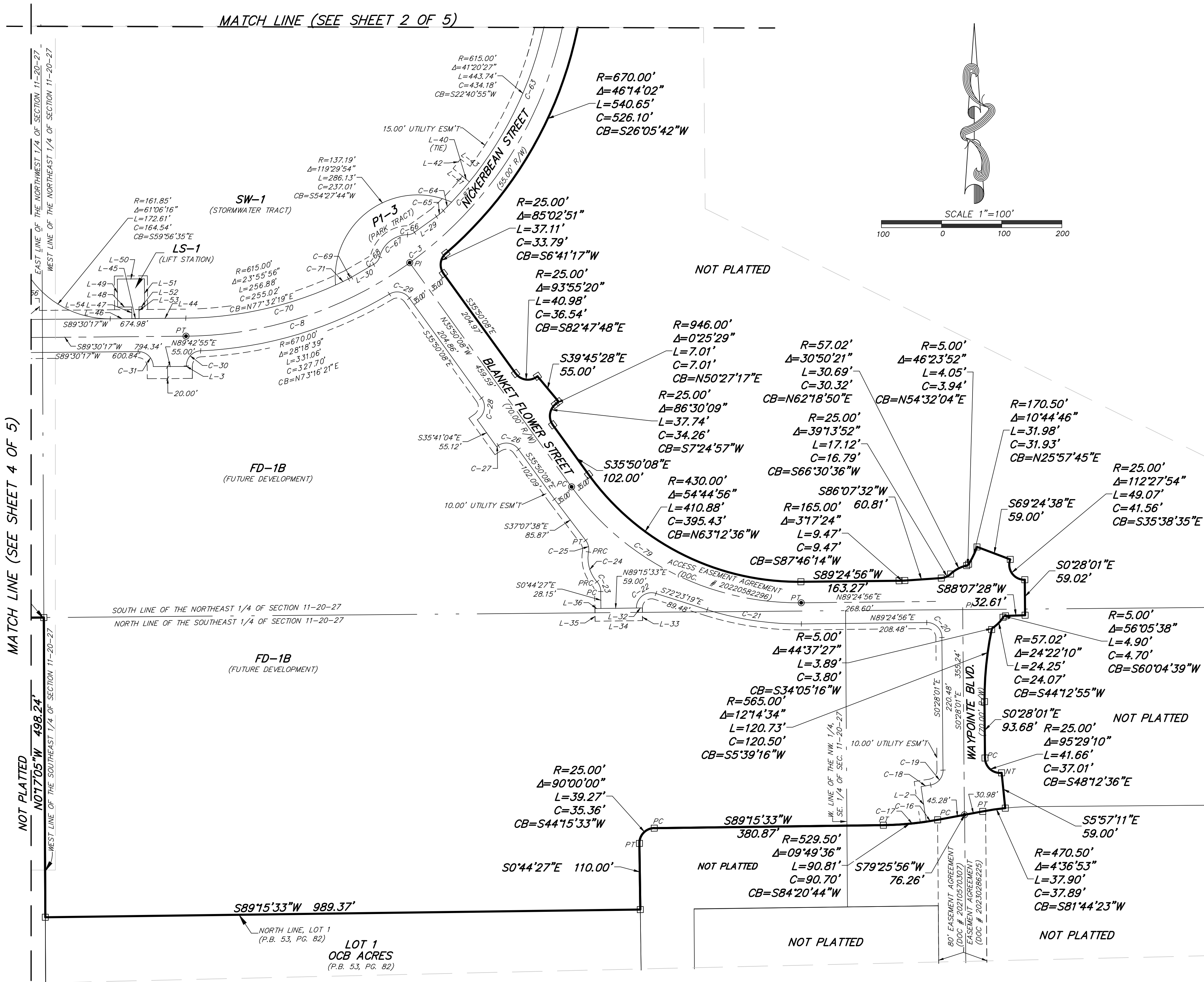
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SHEET 3 OF 5

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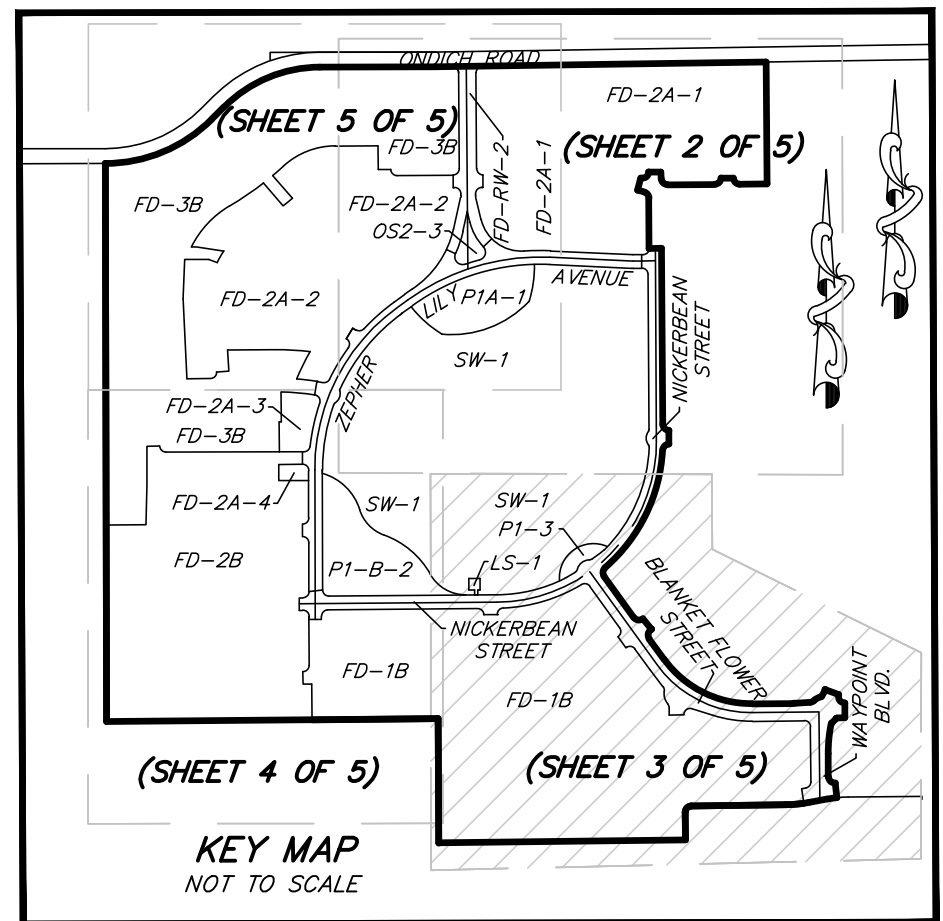
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CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C-3	645.00'	89°52'51"	1011.82'	911.22'
C-16	529.50'	02°04'21"	19.15'	19.15'
C-17	529.50'	07°45'16"	71.66'	71.61'
C-18	470.50'	01°58'57"	16.28'	16.28'
C-19	25.00'	79°59'21"	34.90'	32.14'
C-20	25.00'	90°07'03"	39.32'	35.39'
C-21	500.00'	18°11'44"	158.79'	158.12'
C-22	25.00'	108°21'08"	47.28'	40.54'
C-23	25.00'	40°34'32"	17.70'	17.34'
C-24	60.00'	50°55'14"	53.32'	51.59'
C-25	25.00'	46°43'53"	20.39'	19.83'
C-26	25.00'	86°24'43"	37.70'	34.23'
C-27	946.00'	00°12'37"	3.47'	3.47'
C-28	25.00'	94°01'25"	41.03'	36.57'
C-29	25.00'	85°02'51"	37.11'	33.79'
C-30	25.00'	87°42'45"	38.27'	34.64'
C-31	25.00'	90°12'38"	39.36'	35.42'
C-63	615.00'	41°20'27"	443.74'	434.18'
C-64	615.00'	01°50'44"	19.81'	19.81'
C-65	94.50'	09°02'39"	14.92'	14.90'
C-66	21.52'	33°16'52"	12.50'	12.32'
C-67	49.50'	73°10'25"	63.22'	59.01'
C-68	21.51'	43°56'53"	16.50'	16.10'
C-69	94.50'	03°31'52"	5.82'	5.82'
C-71	615.00'	02°13'36"	23.90'	23.90'
C-87	615.00'	04°12'11"	45.12'	45.11'

LINE TABLE		
LINE #	BEARING	DISTANCE
L-2	S08°29'43"E	59.00'
L-3	N00°17'05"W	0.84'
L-29	N54°14'31"E	44.90'
L-30	N59°48'52"E	42.46'
L-32	N89°15'33"E	10.00'
L-33	S00°44'27"E	21.06'
L-34	S89°15'33"W	79.00'
L-35	S00°44'27"E	21.06'
L-36	N89°15'33"E	10.00'
L-40	S50°51'03"E	15.00'
L-41	S50°52'01"E	20.00'
L-42	S38°02'36"W	20.01'

LINE TABLE		
LINE #	BEARING	DISTANCE
L-43	N52°46'51"W	20.04'
L-44	S89°30'17"W	77.68'
L-45	N89°30'17"E	12.00'
L-46	S89°30'17"W	35.88'
L-47	S00°29'43"E	19.50'
L-48	S89°30'17"W	23.58'
L-49	S00°29'43"E	46.50'
L-50	S89°30'17"W	45.00'
L-51	S00°29'43"E	46.50'
L-52	S89°30'17"W	9.42'
L-53	S00°29'43"E	19.50'
L-54	S89°30'17"W	125.10'



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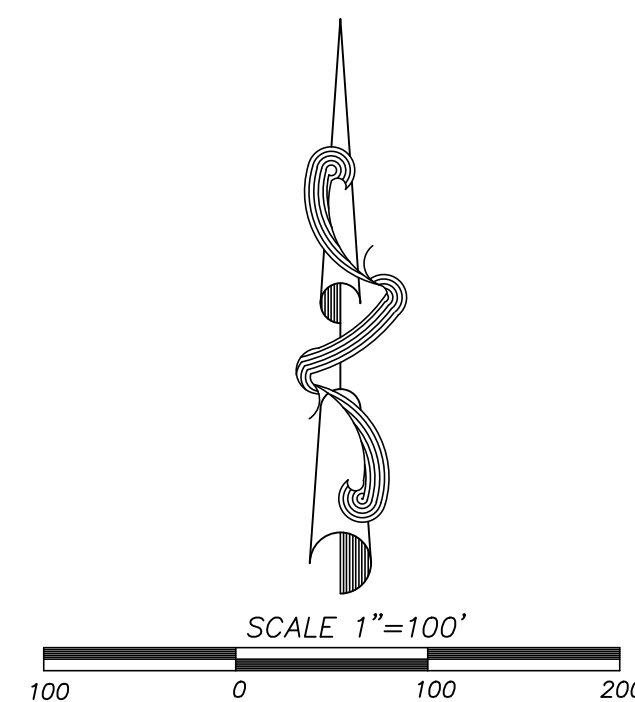
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SHEET 4 OF 5

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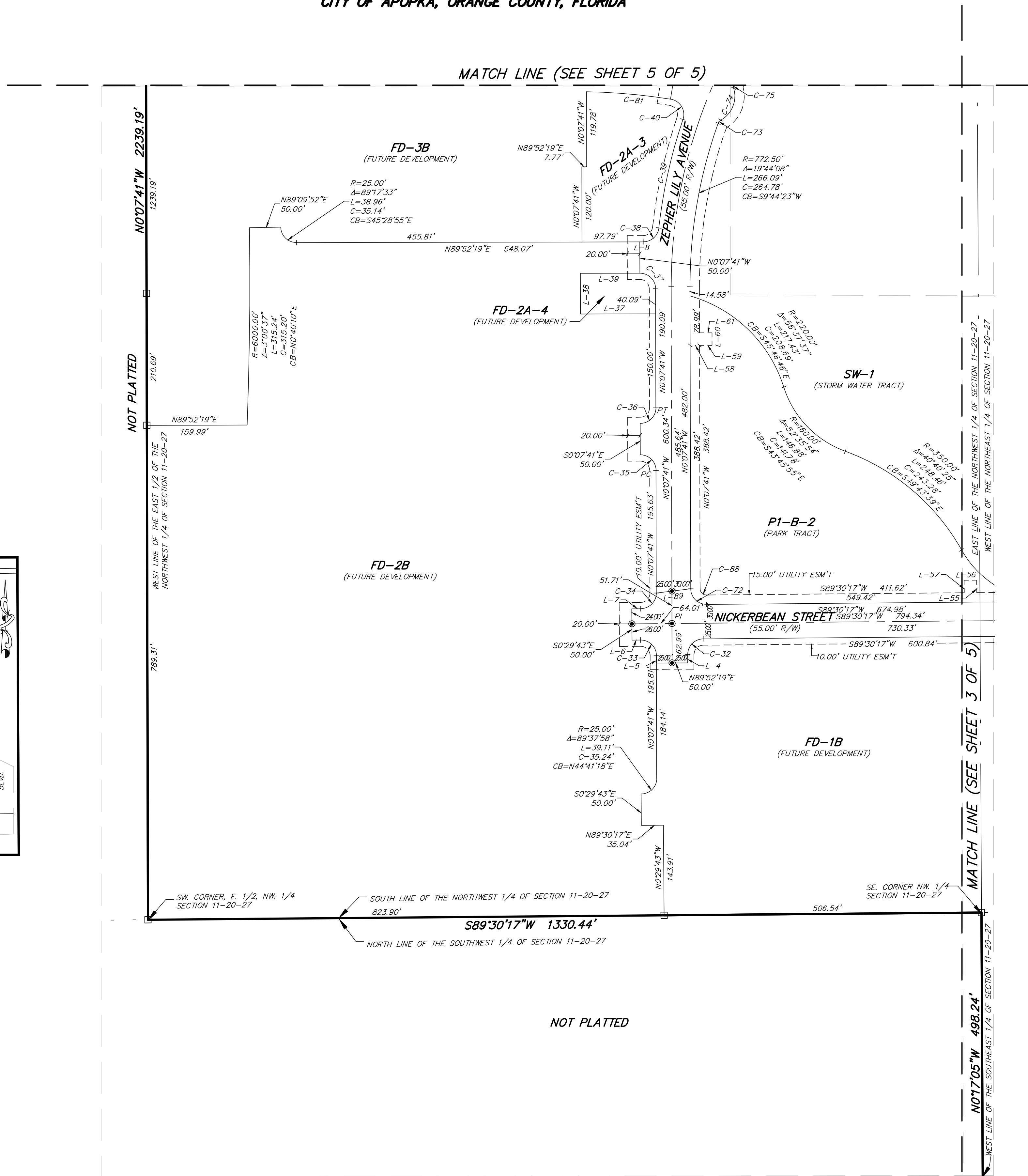
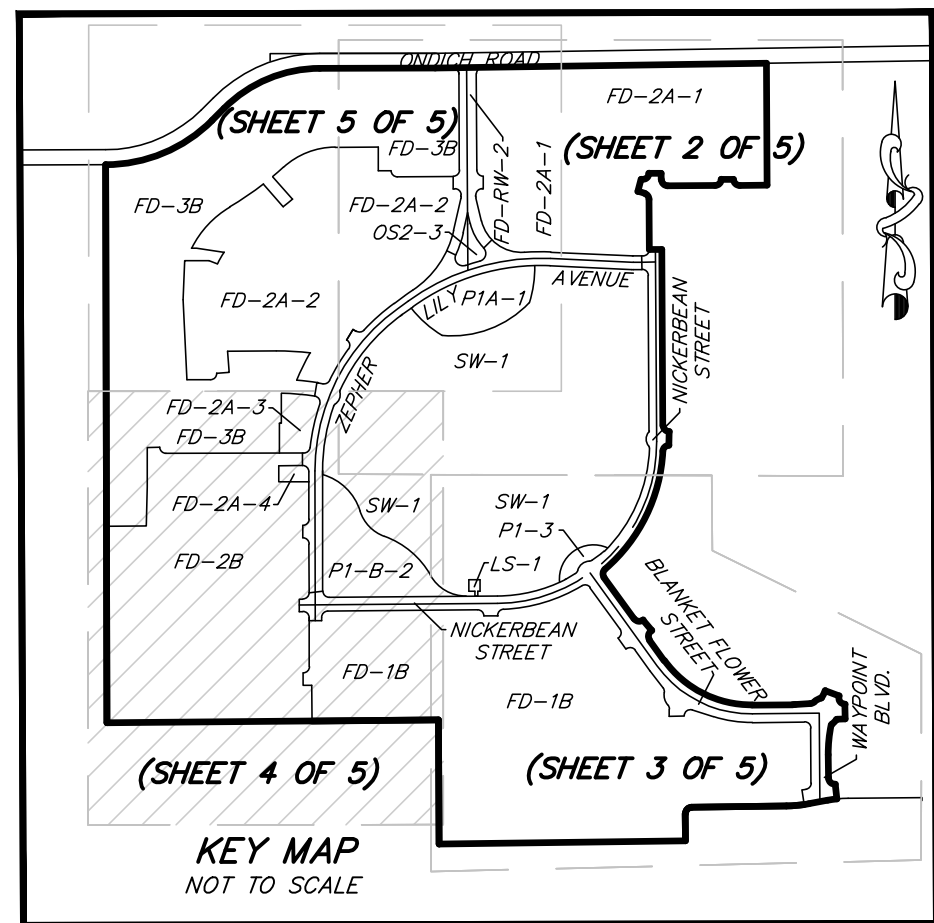
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SHEET 1 = COVER SHEET
SHEET 2-5 = BOUNDARY AND DETAIL SHEETS

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD DISTANCE
C-32	25.00'	89°37'58"	39.11'	35.24'
C-33	25.00'	90°22'02"	39.43'	35.47'
C-34	25.00'	89°37'58"	39.11'	35.24'
C-35	25.00'	90°00'00"	39.27'	35.36'
C-36	25.00'	90°00'00"	39.27'	35.36'
C-37	25.00'	89°47'44"	39.18'	35.29'
C-38	25.00'	83°28'10"	36.42'	33.28'
C-39	827.50'	121°7'07"	177.43'	177.09'
C-40	25.00'	99°41'56"	43.50'	38.22'
C-72	25.00'	90°22'02"	39.43'	35.47'
C-73	9.50'	41°28'14"	6.88'	6.73'
C-74	43.50'	77°56'01"	59.17'	54.71'
C-75	9.50'	41°32'49"	6.89'	6.74'
C-81	975.00'	07°54'48"	134.66'	134.55'
C-88	10.00'	90°22'02"	15.77'	14.19'

LINE TABLE		
LINE #	BEARING	DISTANCE
L-4	N00°07'41"W	13.31'
L-6	N89°30'17"E	13.68'
L-7	N89°30'17"E	14.32'
L-8	S89°52'19"W	5.53'
L-37	N89°52'19"E	120.00'
L-38	S00°29'43"E	65.00'
L-39	S89°52'19"W	95.01'
L-55	N00°29'43"W	20.00'
L-56	S89°30'17"W	20.00'
L-57	S00°29'43"E	20.00'
L-58	S89°52'19"W	15.00'
L-59	N89°52'19"E	19.90'
L-60	N00°07'41"W	20.00'
L-61	S89°52'19"W	19.90'
L-89	S82°57'15"W	55.40'



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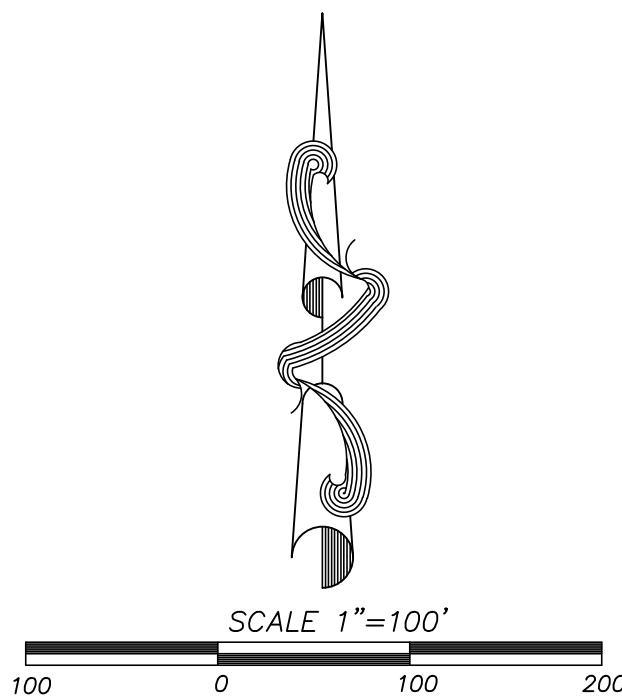
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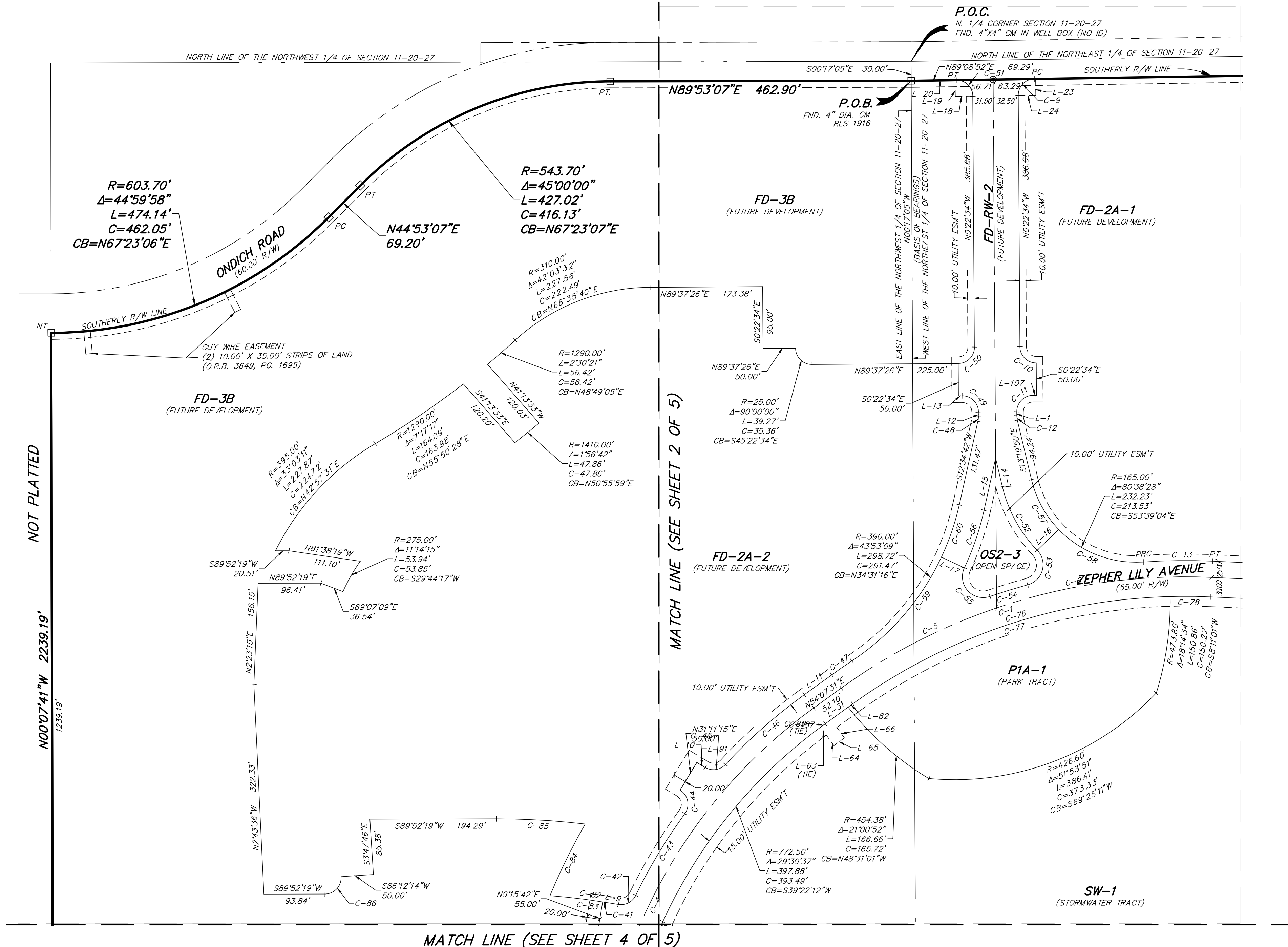
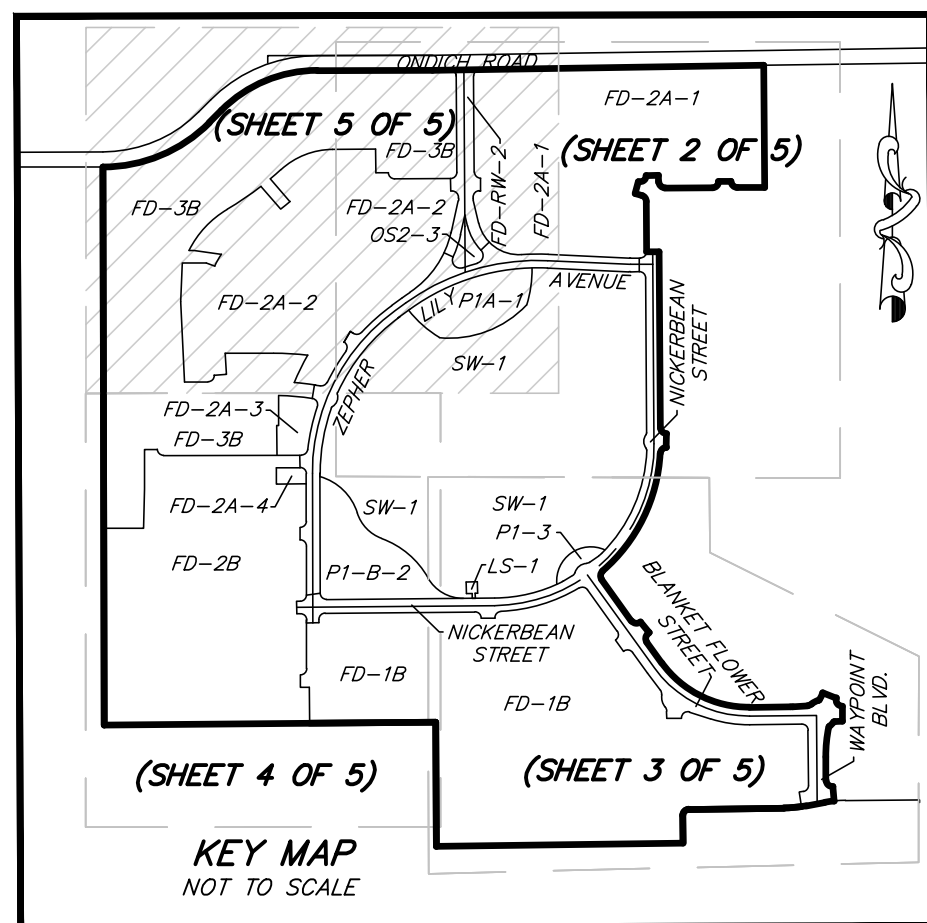
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INDEX
SHEET 1 = COVER SHEET
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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD DISTANCE	CHORD BEARING
C-1	902.50'	38°28'42"	606.09'	594.77'	S73°21'52"W
C-4	802.50'	54°15'12"	759.89'	731.81'	S26°59'55"W
C-5	902.50'	17°08'42"	270.06'	269.06'	S62°41'52"W
C-6	902.50'	21°19'59"	336.03'	334.09'	S81°56'13"W
C-9	25.00'	89°31'26"	39.06'	35.21'	S44°23'09"W
C-10	25.00'	90°00'00"	39.27'	35.36'	S45°22'34"E
C-11	25.00'	90°00'00"	39.27'	35.36'	S44°37'26"W
C-12	29.00'	12°57'16"	6.56'	6.54'	S06°51'12"E
C-13	927.50'	06°34'30"	106.44'	106.38'	S89°18'57"W
C-41	1030.00'	00°15'29"	4.64'	4.64'	N80°52'02"W
C-42	25.00'	73°19'27"	31.99'	29.85'	N62°35'59"E
C-43	827.50'	10°09'58"	146.82'	146.63'	S31°01'14"W
C-44	25.00'	94°54'58"	41.41'	36.84'	N11°21'16"W
C-45	25.00'	78°17'16"	34.16'	31.56'	N82°02'37"E
C-46	827.50'	11°13'31"	162.12'	161.86'	S48°30'45"W
C-47	927.50'	02°20'20"	37.86'	37.86'	S55°17'41"W
C-48	36.00'	12°57'16"	8.14'	8.12'	N06°06'04"E
C-49	25.00'	90°00'00"	39.27'	35.36'	N45°22'34"W
C-50	25.00'	90°00'00"	39.27'	35.36'	N44°37'26"E
C-51	25.00'	90°28'34"	39.48'	35.50'	N45°35'51"W
C-52	211.00'	30°40'31"	112.97'	111.62'	S28°40'06"E
C-53	32.00'	118°47'39"	66.35'	55.09'	N15°23'28"E
C-54	922.50'	03°45'57"	60.63'	60.62'	S72°54'18"W
C-55	32.00'	134°04'47"	74.88'	58.93'	S41°56'16"E
C-56	429.00'	12°31'25"	93.77'	93.58'	N18°50'25"E
C-57	165.00'	30°40'31"	88.34'	87.29'	S28°40'06"E
C-58	165.00'	49°57'56"	143.89'	139.37'	S68°59'20"E
C-59	390.00'	31°21'43"	213.47'	210.82'	N40°46'59"E
C-60	390.00'	12°31'25"	85.25'	85.08'	N18°50'25"E
C-76	872.50'	38°28'42"	585.95'	575.00'	S73°21'52"W
C-77	872.50'	34°21'29"	523.21'	515.40'	S71°18'16"W
C-78	872.50'	04°07'12"	62.74'	62.73'	N89°27'23"W
C-82	1030.00'	04°47'37"	86.17'	86.15'	N83°08'07"W
C-83	1030.00'	04°32'08"	81.54'	81.52'	N83°15'51"W
C-84	947.50'	07°25'50"	122.88'	122.79'	S26°09'22"W
C-85	1145.00'	06°52'02"	137.24'	137.16'	N86°41'40"W
C-86	25.00'	93°40'05"	40.87'	36.47'	N43°02'17"E
C-89	772.50'	00°39'17"	8.83'	8.83'	S53°47'52"W
C-187	772.50'	00°39'17"	8.83'	8.83'	S53°47'52"W

LINE TABLE		
LINE #	BEARING	DISTANCE
L-1	N00°22'34"W	6.14'
L-9	S80°44'18"E	19.82'
L-10	S58°48'45"E	14.61'
L-11	N54°07'31"E	52.10'
L-12	N00°22'34"W	6.14'
L-13	S89°37'26"W	5.50'
L-14	S13°19'50"E	44.77'
L-15	S12°34'42"W	61.99'
L-16	N45°59'39"E	46.00'
L-17	N64°53'53"W	39.00'
L-18	S89°08'52"W	26.90'
L-19	N00°51'08"W	25.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L-20	N89°08'52"E	67.39'
L-23	N00°51'08"W	25.00'
L-24	N89°08'52"E	27.00'
L-31	N54°07'31"E	52.10'
L-62	N54°07'31"E	8.43'
L-63	N36°31'46"W	15.00'
L-64	S33°46'21"E	20.00'
L-65	N54°07'31"E	20.00'
L-66	N35°52'29"W	20.05'
L-91	S58°48'45"E	14.61'
L-107	S89°37'26"W	5.50'

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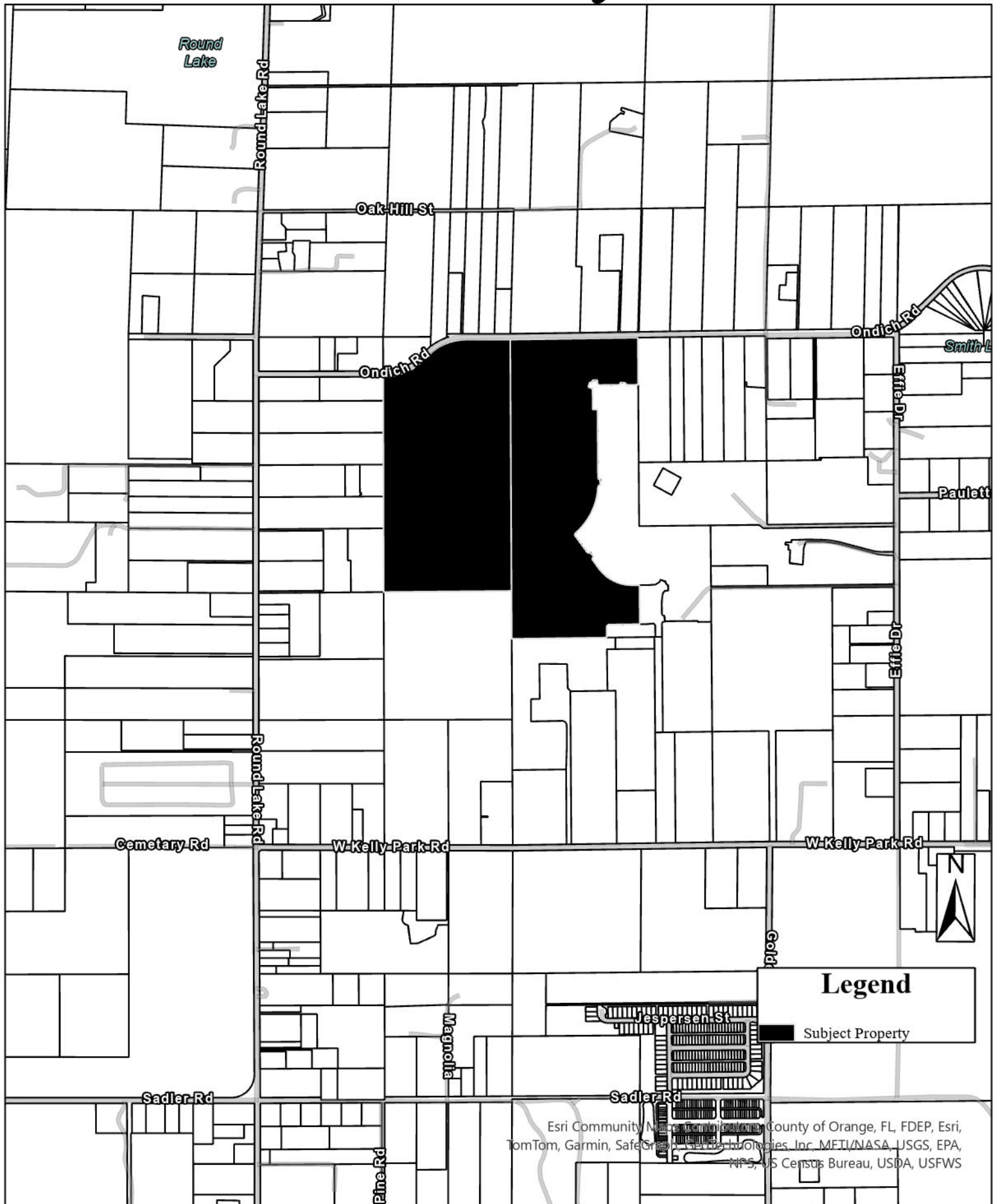
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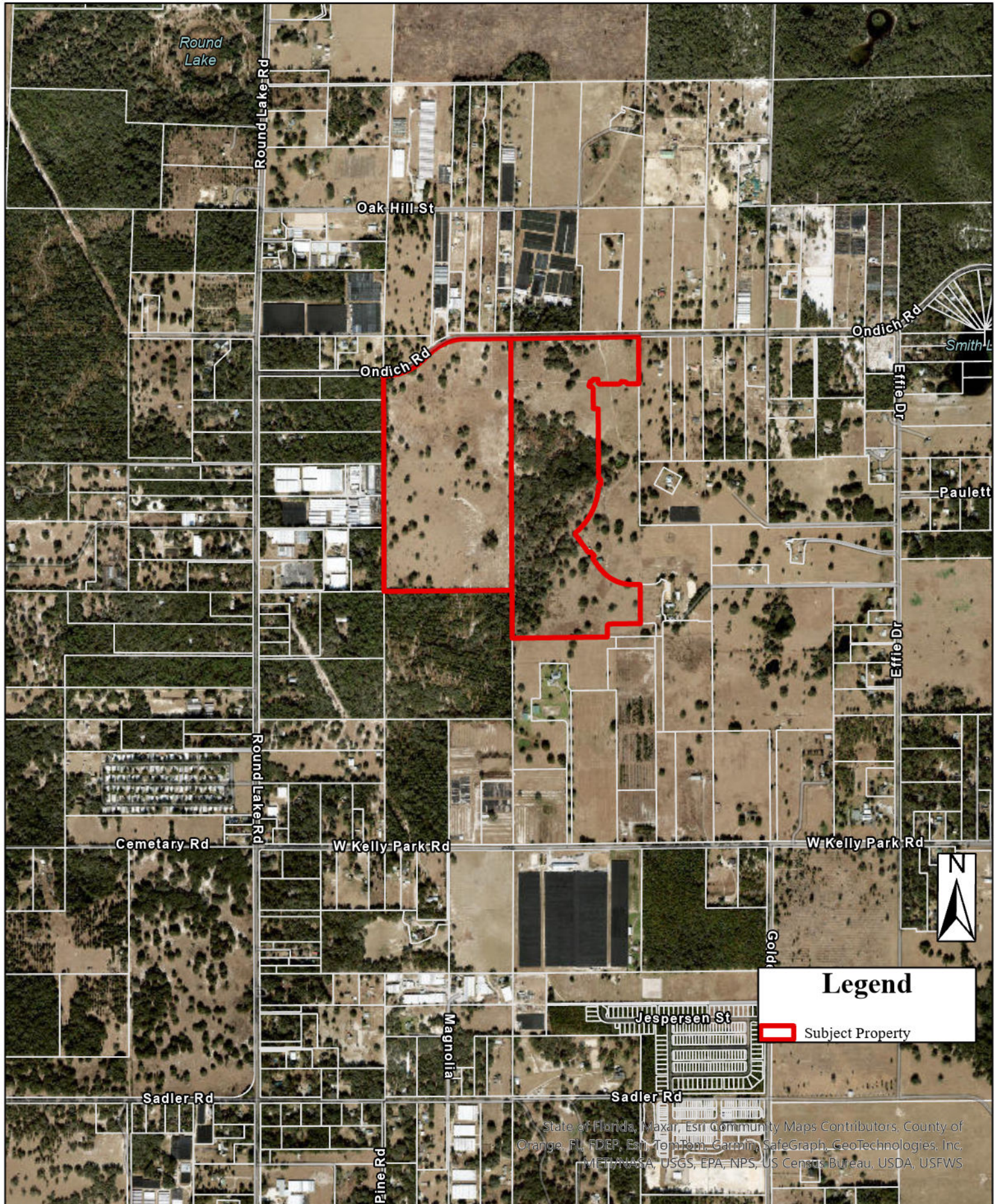
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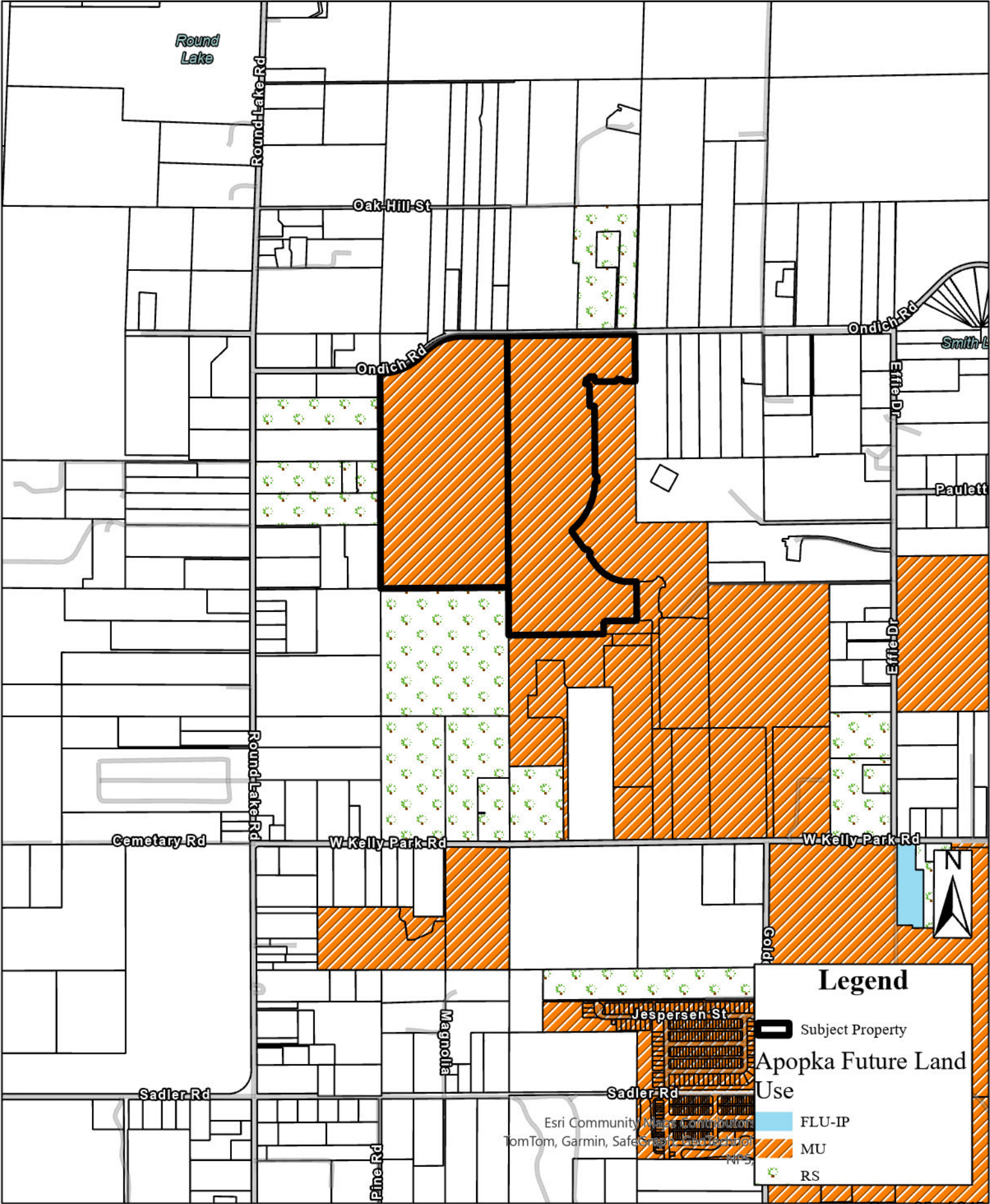


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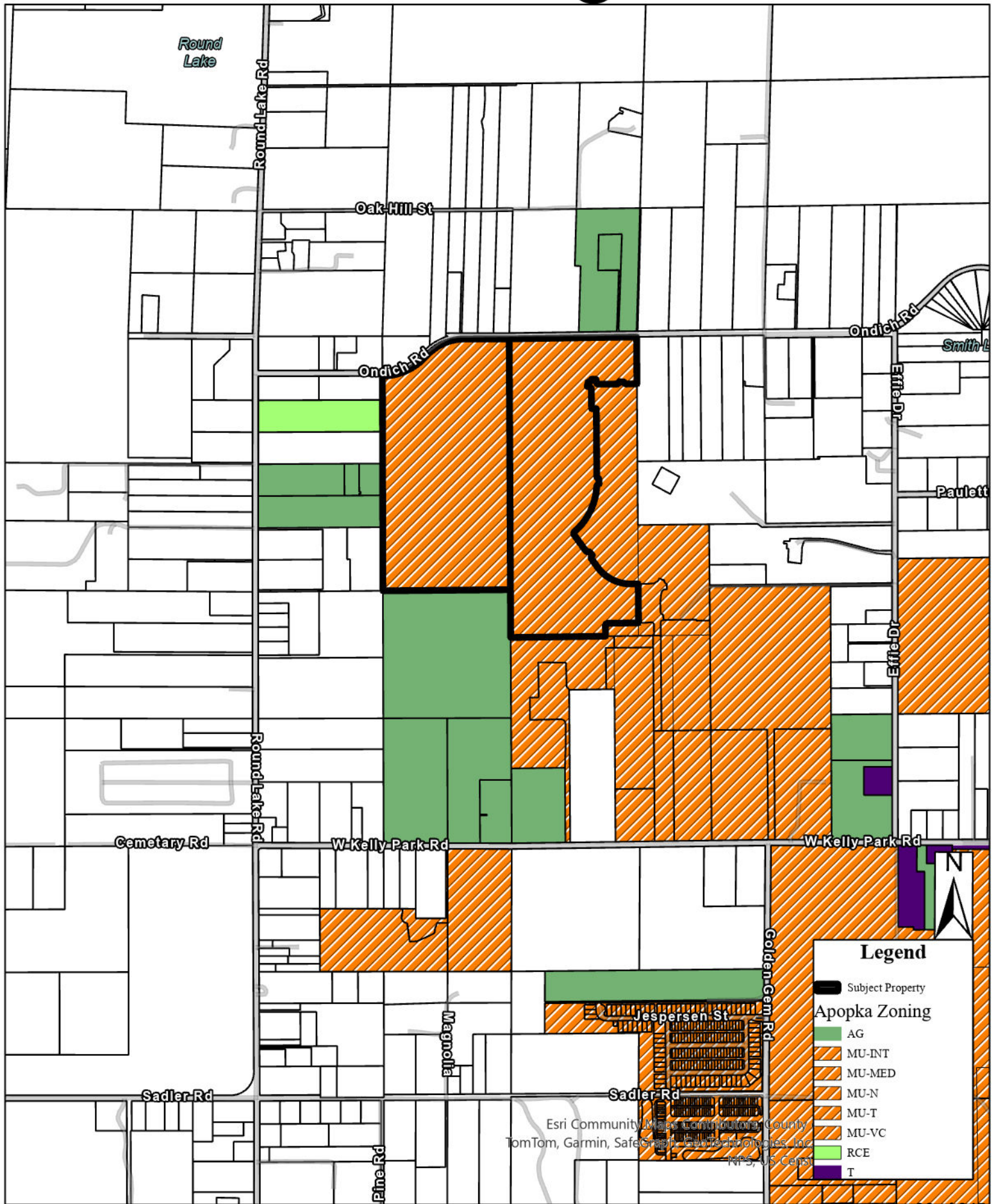
Aerial



Future Land Use



Zoning





City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 3.

Meeting Date: May 1, 2024

Department: Community Development

SUBJECT:

Land Purchase - South of Boy Scout Road for SR 429 Access Ramp project

REQUEST:

Approve vacant land contract for the acquisition of 2.79 acres for the realignment of Boy Scout Road and the SR 429 access ramp project.

SUMMARY:

An additional access ramp has been planned and designed for SR 429 by Central Florida Expressway (CFX) at the intersection of SR 429, S. Binion Road and Boy Scout Road. The property is located on the west side of *The Ridge* major development (please see Exhibit "A" of this staff report) and south of Boy Scout Road.

In order to complete this project, the City of Apopka is to acquire a 2.79-acre area at the southeast corner to realign Boy Scout Road. Boy Scout Road will be provided with a cul-de-sac to the north of the project to provide access to those property owners. The new section of road will be owned by the City of Apopka and will also include a round-about for the intersection that will also improve traffic circulation, very similar to the SR 451 ramp at Marden Road. The Ramps to SR 429 will be a north-bound on ramp, and a south-bound off ramp. Access and utility easements will be provided to the two parcels to the south that are part of *The Ridge* development.

An Appraisal Report has been completed by the Barfield Group and is provided for review as Exhibit "C". The Appraisal came in at \$711,000, which is the proposed acquisition price. Additional funding of \$14,000 will also be required to cover costs such as Title Insurance, recording, courier, Document Stamps and Warranty Deed.

Transportation Impact Fess may be used for the new roadway acquisition because the realignment of Boy Scout Road, Round-about and CFX SR 429 ramp project will increase capacity for the roadway system. Total request is for \$725,000.

FUNDING SOURCE:

Transportation Impact Fees

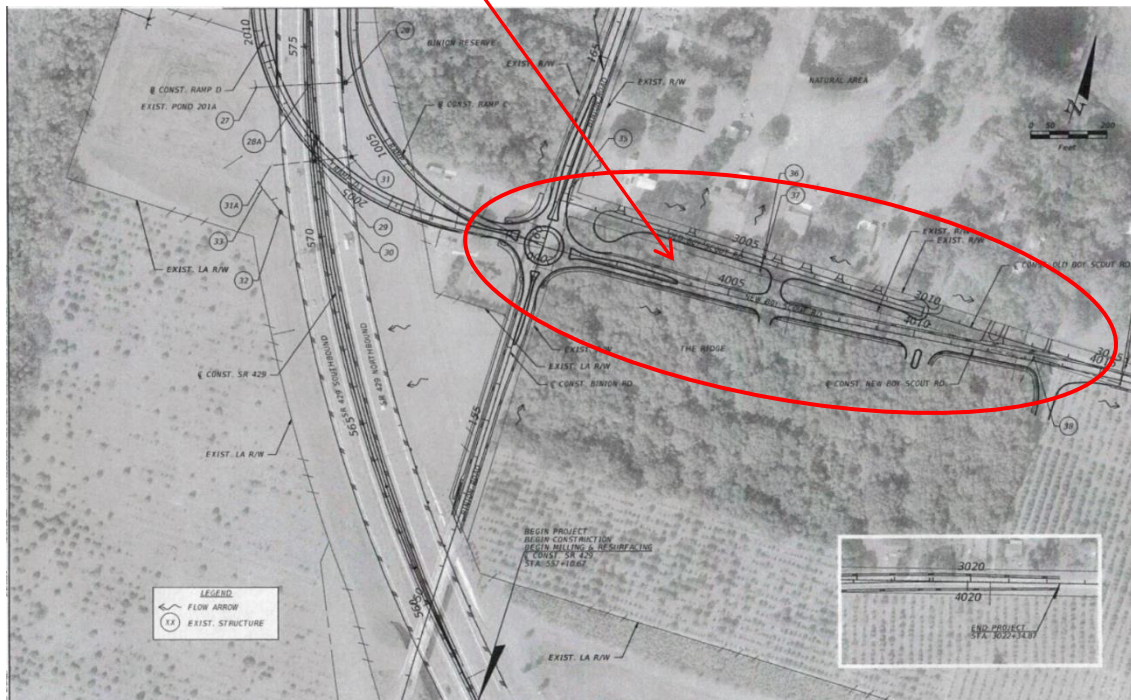
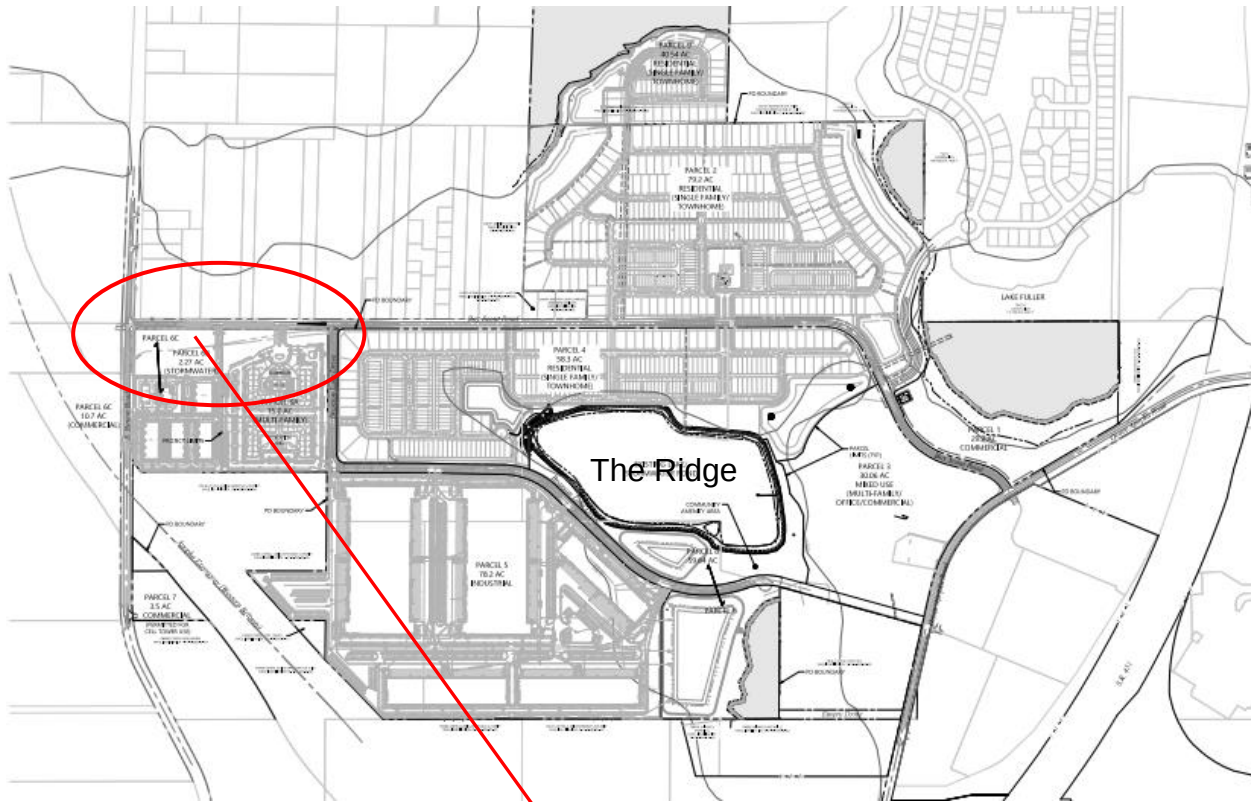
RECOMMENDED MOTION:

Approve vacant land contract of \$725,000 for the acquisition of 2.79 acres for the realignment of Boy Scout Road and the SR 429 access ramp project.

ATTACHMENTS:

1. Exh A - SR 429 Access Ramp - area map
2. Exh B - Land Purchase Contract.5 & Exh A
3. Exh C - City Future ROW-Appraisal

SR 429 Access Ramp – Area map



\\apk-commdev\commdev\Planning Zoning\TRANSPORTATION PLANNING\SR 429 interchange - Binion & Boy Scout\SR 429 Access Ramp - area map.docx

Vacant Land Contract

1* **1. Sale and Purchase ("Contract"):** Ridge Commerce Center, LLC, a Florida limited liability company
2* ("Seller") and City of Apopka, a municipal corporation of the State of Florida
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:

5* Address:

6* Legal Description: See Exhibit "A" attached hereto and made a part hereof

11* SEC ___/TWP ___/RNG ___ of ___ County, Florida. Real Property ID No.: ___

12* including all improvements existing on the Property and the following additional property: ___

14* **2. Purchase Price:** (U.S. currency) \$ 711,000.00

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16* Escrow Agent's Name: Leopold Korn, P.A.

17* Escrow Agent's Contact Person: Norman Leopold, Esq.

18* Escrow Agent's Address: 18851 N.E. 29th Ave., Suite 410, Aventura, FL 33180

19* Escrow Agent's Phone: 305-356-8401

20* Escrow Agent's Email: nleopold@leopoldkorn.com

21* **(a) Initial deposit (\$0 if left blank) (Check if applicable)**

22* ☐ accompanies offer

23* ☐ will be delivered to Escrow Agent within ___ days (3 days if left blank)

24* after Effective Date \$ 100.00

25* **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**

26* ☐ within ___ days (10 days if left blank) after Effective Date

27* ☐ within ___ days (3 days if left blank) after expiration of Due Diligence Period \$

28* **(c) Total Financing** (see Paragraph 6) (express as a dollar amount or percentage) \$

29* **(d) Other:** \$

30* **(e) Balance to close** (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds \$ 710,900.00

32* **(f)** ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
34* prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a
35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation: _____

38* **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before _____, this offer will be withdrawn and Buyer's deposit, if
40* any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41* delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
42* has signed or initialed and delivered this offer or the final counter-offer.

43* **4. Closing Date:** This transaction will close on See Par. 23 ("Closing Date"), unless specifically
44* extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45* but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46* Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47* day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48* insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49* this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50* other items.

51* **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52* available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☒ within _____ days after Effective Date ☒ at least 5 _____ days before Closing Date,

(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within ___0___ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations. This supercedes box 9a1 above

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: See Par. 23 for resonsibility for costs

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

See Par. 23 for resonsibility for costs

Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

- 11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**
- 12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.
- 14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**
- 15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.
- 16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

N/A

Seller's Sales Associate/License No.

N/A

Buyer's Sales Associate/License No.

329*

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Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

340

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342*

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22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other _____

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23. Additional Terms:

Escrow Agent shall serve as the closing agent. Seller will provide Buyer with the title commitment and title policy. Buyer shall be responsible for all closing costs, including but not limited to the cost of the title commitment, title policy, lien searches and title updates, as well as documentary stamps and survey.

The Closing shall occur within ten (10) days after approval by the City Commission for the City of Apopka. Notwithstanding anything to the contrary, in the event the City Commission has not approved the purchase of the Property by May 31, 2024 then either party shall have the right to terminate this Contract and the Contract shall become null and void and of no further force or effect.

The deed will grant an access and utility easement to Lots 1 and 2 of Ridge, Plat Book 115, Page 1, to allow these Lots access to Boy Scout Road.

361

COUNTER-OFFER/REJECTION

362*

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364*

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

365

366

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing. City of Apopka

367*

Buyer: _____ Date: _____

368*

Print name: _____

369*

Buyer: _____ Date: _____

370*

Print name: _____

371

Buyer's address for purpose of notice:

372*

Address: _____

373*

Phone: _____ Fax: _____ Email: _____

Ridge Commerce Center, LLC, a Florida limited liability company

374*

Seller: _____ Date: _____

375*

Print name: _____

376**

Seller: _____ Date: _____

377*

Print name: _____

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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378 **Seller's** address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

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Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.
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SKETCH OF DESCRIPTION

NOT A SURVEY

LEGAL DESCRIPTION

A PORTION OF LOT 1, RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 01 THROUGH 06 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00° 14' 15" WEST ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 103.20 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 80° 22' 56" WEST FOR A DISTANCE OF 19.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3218.00 FEET, WITH A CHORD BEARING OF SOUTH 83° 33' 51" WEST, AND A CHORD DISTANCE OF 357.22 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 21' 49" FOR A DISTANCE OF 357.41 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 7681.44 FEET, WITH A CHORD BEARING OF SOUTH 87° 16' 41" WEST, AND A CHORD DISTANCE OF 142.72 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 03' 52" FOR A DISTANCE OF 142.72 FEET TO THE POINT OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 282.50 FEET, WITH A CHORD BEARING OF SOUTH 60° 17' 46" WEST, AND A CHORD DISTANCE OF 78.25 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 55' 15" FOR A DISTANCE OF 78.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 47.50 FEET, WITH A CHORD BEARING OF SOUTH 47° 24' 20" WEST, AND A CHORD DISTANCE OF 8.16 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09° 51' 37" FOR A DISTANCE OF 8.17 FEET TO A NON-TANGENT LINE; THENCE RUN SOUTH 00° 14' 15" WEST FOR A DISTANCE OF 375.03 FEET; THENCE RUN NORTH 89° 45' 26" WEST FOR A DISTANCE OF 10.00 FEET TO THE EAST RIGHT OF WAY LINE OF BINION ROAD, ACCORDING TO STATE ROAD BOOK 1, PAGE 40 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 00° 14' 15" EAST FOR A DISTANCE OF 422.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5689.65 FEET, WITH A CHORD BEARING OF NORTH 00° 59' 41" EAST, AND A CHORD DISTANCE OF 150.42 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 30' 53" FOR A DISTANCE OF 150.42 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 1 AND A NON-TANGENT LINE; THENCE RUN SOUTH 89° 58' 43" EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY LINE OF BOY SCOUT ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 1076, PAGE 548 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 598.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.02 ACRES, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH OF DESCRIPTION



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LB#6723

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF BOY SCOUT ROAD, ORB. 1076, PG. 548, AS BEING S89°58'43"E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20200618

DATE: 04/09/2024

SCALE: N/A

CALC BY: BRH

DRAWN BY: AR

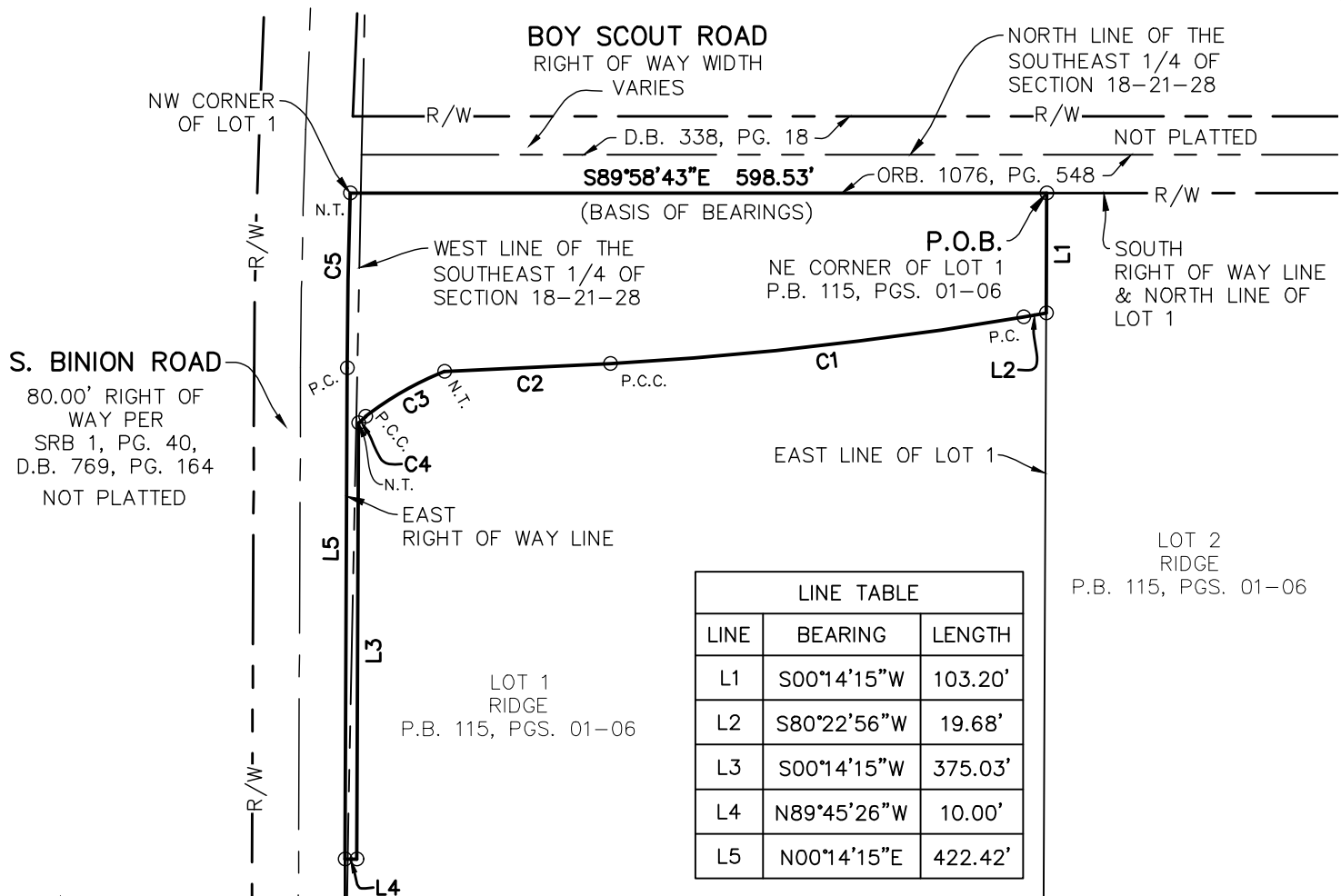
CHECKED BY: BRH

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

SKETCH OF DESCRIPTION

NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°14'15"W	103.20'
L2	S80°22'56"W	19.68'
L3	S00°14'15"W	375.03'
L4	N89°45'26"W	10.00'
L5	N00°14'15"E	422.42'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	3218.00'	S83°33'51"W	357.22'	006°21'49"	357.41'
C2	7681.44'	S87°16'41"W	142.72'	001°03'52"	142.72'
C3	282.50'	S60°17'46"W	78.25'	015°55'15"	78.50'
C4	47.50'	S47°24'20"W	8.16'	009°51'37"	8.17'
C5	5689.65'	N00°59'41"E	150.42'	001°30'53"	150.42'



SCALE: 1" = 150'

SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION



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SYMBOL AND ABBREVIATION LEGEND:

○ CHANGE IN DIRECTION	P.C.C. POINT OF COMPOUND CURVATURE	ORB. OFFICIAL RECORDS BOOK
LB LICENSED BUSINESS	N.T. NON-TANGENT	SRB STATE ROAD BOOK
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	P.B. PLAT BOOK	R/W RIGHT OF WAY
P.O.B. POINT OF BEGINNING	PG.(S) PAGE(S)	
P.C. POINT OF CURVATURE	D.B. DEED BOOK	

JOB #: 20200618
DATE: 04/09/2024
SCALE: 1" = 150'

CALC BY: BRH
DRAWN BY: AR
CHECKED BY: BRH

SKETCH OF DESCRIPTION

NOT A SURVEY

LEGAL DESCRIPTION

A PORTION OF LOT 2, RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 01 THROUGH 06 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE RUN SOUTH $89^{\circ} 58' 43''$ EAST ALONG THE NORTH LINE OF SAID LOT 2 AND THE SOUTH RIGHT OF WAY LINE OF BOY SCOUT ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 1076, PAGE 548 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 677.52 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET, WITH A CHORD BEARING OF SOUTH $44^{\circ} 42' 27''$ EAST, AND A CHORD DISTANCE OF 49.73 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ} 32' 32''$ FOR A DISTANCE OF 55.31 FEET TO A POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.11 FEET, WITH A CHORD BEARING OF NORTH $47^{\circ} 53' 47''$ WEST, AND A CHORD DISTANCE OF 33.73 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $84^{\circ} 22' 33''$ FOR A DISTANCE OF 36.98 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $89^{\circ} 54' 56''$ WEST FOR A DISTANCE OF 90.66 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2982.00 FEET, WITH A CHORD BEARING OF SOUTH $82^{\circ} 50' 25''$ WEST, AND A CHORD DISTANCE OF 255.78 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $04^{\circ} 54' 57''$ FOR A DISTANCE OF 255.85 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH $80^{\circ} 22' 56''$ WEST FOR A DISTANCE OF 348.35 FEET TO THE WEST LINE OF AFORESAID LOT 2; THENCE RUN NORTH $00^{\circ} 14' 15''$ EAST ALONG SAID WEST LINE FOR A DISTANCE OF 103.20 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 33,616 SQUARE FEET OR 0.77 OF AN ACRE, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH OF DESCRIPTION



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JOB #: 20200618

DATE: 04/09/2024

SCALE: N/A

CALC BY: BRH

DRAWN BY: AR

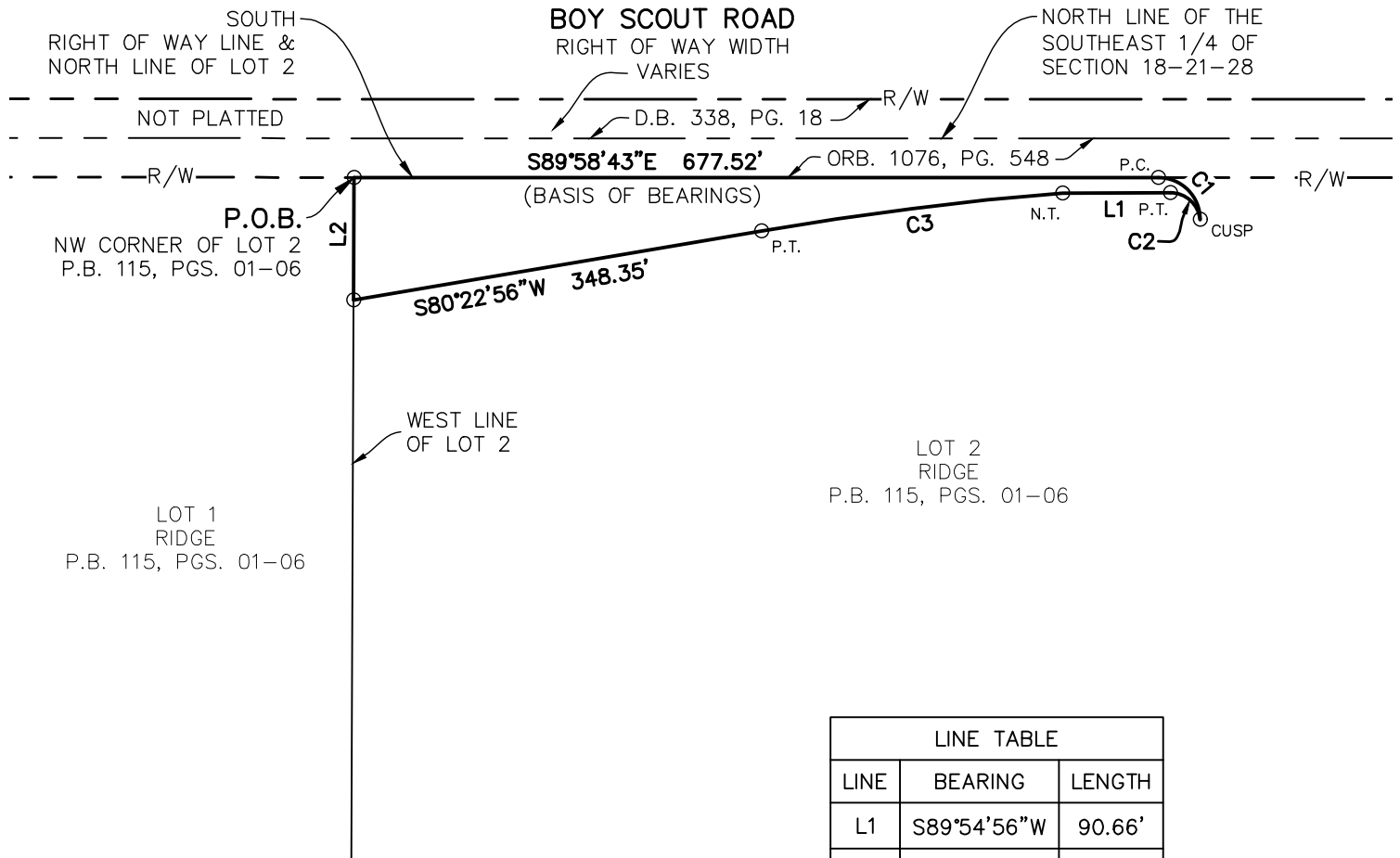
CHECKED BY: BRH

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

SKETCH OF DESCRIPTION

NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°54'56"W	90.66'
L2	N00°14'15"E	103.20'

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	35.00'	S44°42'27"E	49.73'	90°32'32"	55.31'
C2	25.11'	N47°53'47"W	33.73'	84°22'33"	36.98'
C3	2982.00'	S82°50'25"W	255.78'	04°54'57"	255.85'



SCALE: 1" = 150'

SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION



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SYMBOL AND ABBREVIATION LEGEND:

○ CHANGE IN DIRECTION	P.T. POINT OF TANGENCY	ORB. OFFICIAL RECORDS BOOK
LB LICENSED BUSINESS	N.T. NON-TANGENT	R/W RIGHT OF WAY
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER	P.B. PLAT BOOK	
P.O.B. POINT OF BEGINNING	PG.(S) PAGE(S)	
P.C. POINT OF CURVATURE	D.B. DEED BOOK	

JOB #: 20200618

DATE: 04/09/2024

SCALE: 1" = 150'

CALC BY: BRH

DRAWN BY: AR

CHECKED BY: BRH



APPRAISAL REPORT

OF

A FEE ACQUISITION CONTAINING 2.79 AC

LOCATED ALONG THE SOUTH SIDE OF BOY SCOUT ROAD FROM SOUTH
BINION ROAD TO BRONSON LAKE DRIVE

WITHIN IN THE CITY OF APOPKA, FLORIDA

COUNTY: ORANGE COUNTY

DATE OF VALUATION: DECEMBER 10, 2023

DATE OF REPORT: FEBRUARY 4, 2024

PREPARED FOR:

Mr. Tyler Malmborg, P.E.
Newkirk Engineering, Inc.
125 East Indiana Ave., Suite A
Deland, FL 32724

PREPARED BY:

Edwin R. Barfield, SR/WA
State-Cert. Gen. Real Estate Appraiser RZ2594
Barfield Group
3165 McCrory Place, Suite 172
Orlando, FL 32803



February 4, 2024

Mr. Tyler Malmborg, P.E.
Newkirk Engineering, Inc.
125 East Indiana Ave., Suite A
Deland, FL 32724

RE: Appraisal Report of CFX Interchange at Binion Road
Property Owners: Apopka Centerline Development LLC and
Apopka Development Opportunity LLC
Tax Parcel ID Nos.: 18-21-28-0000-00-013; 18-21-28-0000-00-014;
18-21-28-0000-00-102 and 18-21-28-0000-00-104
Situs: 1215 South Binion Rd., 1209 S. Binion Rd, and 2300 The Reserve Circle,
Apopka, FL 32703

Dear Mr. Malmborg:

As requested, I have personally inspected and appraised the above parcel for the purposes of estimating the fair market value of the unencumbered fee simple interest in the property that is the subject of this report and an estimate of value for the proposed fee acquisition area that is to be acquired by the City of Apopka. The date of this report is December 10, 2024, and the date of value is December 10, 2023.

For the purposes of this analysis, fair market value has been defined as follows:

The fair market value of the fee simple interest in the real property to be appraised is defined as: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure to the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

The 2.79 acres to be acquired that is located along the south right of way line of Boy Scout Road from South Binion Road to Bronson Lake Drive, and along a portion of the South Binion Road frontage. The proposed acquisition is from Parcel 6 of The Ridge at Lake Bronson Planned Development that contains 28.9 acres. It was originally proposed to be developed with a 13.2-acre commercial tract, a 15.70-acre multi-family tract, water retention areas, and right of way for Boy Scout Road.

The proposed acquisition is located within that area dedicated as future right of way on the two Parcel 6 tracts which are designated for commercial and multi-family development. For the purposes of this report, the underlying land value for the proposed 2.79 acre acquisition will consider land uses for commercial and multi-family developments and will be referred to as Larger Parcels A and B. The parent tract for Larger Parcel A will be that area designated as Commercial which contains 13.2 acres of land area. The parent tract for Larger Parcel B will be that area designated as multi-family which contains 15.70 acres of land area.

The intended user of this appraisal is the City of Apopka for the purpose of negotiations with the property owner for the proposed right of way acquisition of the 2.79 acres. No others are intended to utilize the appraisal of this subject property, and the appraisal is intended to be utilized only by the client. As instructed by the client, this appraisal will consider the subject as-if clean and free of any contaminants or hazardous materials.

The undersigned hereby certifies he has no past, present, nor contemplated future interest in the property that is the subject of this appraisal report. It is further certified that neither the employment to make this appraisal nor the compensation thereof, is contingent upon the value reported. The appraiser has inspected the subject property and all of the comparable sales have been verified with a party to the transaction. To the best of my knowledge and belief, the statements, analyses, and opinions contained within this appraisal report are correct (subject to the statement of Assumptions and Limiting Conditions).

After careful consideration of the information included in this appraisal report, it is my opinion that the Fair Market Value of the 2.79 acre fee simple acquisition, as of December 10, 2023, is:

SEVEN HUNDRED ELEVEN THOUSAND AND NO/100 DOLLARS
(\$711,000)

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice. Enclosed with the report is a complete description of the subject parcel that includes photographs, sketches, and a valuation analysis with comparable sales.

Your attention is directed to the Qualifying and Limiting Conditions included in this report upon which the value conclusion is contingent.

Sincerely,



Edwin R. Barfield, SR/WA
State-Certified General Appraiser #RZ2564

CERTIFICATE OF VALUE

Property Name: CFX Interchange at Binion Road
Tax I.D. No.: 18-21-28-0000-00-013; 18-21-28-0000-00-014;
18-21-28-0000-00-104; 1821-28-0000-00-102
County: Orange

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the provisions of Chapter 475, Part II, Florida Statutes.
6. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. A representative for the property owner did not accompany the appraiser at the scheduled inspection appointment. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales, relied upon in creating this appraisal, were as represented by the photographs contained in this appraisal.
7. No persons other than those named herein provided significant professional assistance to the person signing this report.
8. I understand that this appraisal is to be used only by the client for internal decision-making purposes related to the proposed partial acquisition of right of way for a transportation facility.
9. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of land for public purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
10. I have not revealed the findings or results of this appraisal to anyone other than the client and I will not do so until authorized by the client.
11. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the proposed acquisition as of the 10th day of December 2023, is as follows:

LAND	\$ <u>711,000</u>
IMPROVEMENTS	\$ <u>N/A</u>
TOTAL	\$ <u>711,000</u>

LAND AREA:(Ac/SF) 2.79 AC
Land Use (HABU as Vacant): Commercial/Multi-Family

February 4, 2024
DATE



APPRAISER
Edwin R. Barfield, SR/WA
State-Certified General Real Estate Appraiser RZ2594

SUPPLEMENT TO CERTIFICATE OF VALUE

Professional Assistance

Jamee S. Barfield, State-Certified General Appraiser, RZ2264, provided professional assistance in the gathering of compiling information and data which included sales research, area and neighborhood data compilation, preparation of comparable sales information and the writing of this report.

Additional Certification

I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Ethics and Rules of Professional Conduct and Standards of Practice for the Right of Way Professional of the International Right of Way Association.

As of the date of this report, I have completed the requirements of the continuing education program of the Department of Business and Professional Regulation for the State of Florida and the International Right of Way Association.

Prior Assignment Disclosure

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Competency Provision

The appraiser has the knowledge and expertise for this appraisal assignment. Edwin R. Barfield, SR/WA has been providing appraisal assignments for over 35 years, including numerous commercial, industrial and residential properties.



Edwin R. Barfield, SR/WA
State-Certified General Real Estate Appraiser #RZ2594
(Expires November 30, 2024)

February 4, 2024
Date

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Supplement to the Certification of Valuation
Letter of Transmittal

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ADDENDA

Area Map
Area Analysis
Land Sales Data Sheets
Appraiser Qualification

QUALIFYING AND LIMITING CONDITIONS

Legal Matters:

The sketch and legal description of the area that is to be conveyed to the City of Apopka which was provided by the client is not consistent with the size of the land area to be conveyed as future right of way on the Master Site Plan for Parcel 6 of the The Ridge at Lake Bronson PUD. The Legal Description provided by the client indicates the area to be conveyed to the City contains 2.79 acres, but the Master Site Plan and Site Data (C1.05) for Parcel 6 indicates 3.01 acres of land area will be utilized as future right of way and stormwater for Boy Scout Road. As discussed in my proposal for this assignment, for the purposes of this report the area to be conveyed to the City was to be for 3.01 acre per C1.05 for Parcel 6. However, the land area of 2.79 acres that is indicated on the Sketch and Legal Description provided by the client and the property owner will be utilized as the area to be conveyed to the City for purposes of this appraisal.

This appraisal utilizes the Master Site Plan (C1.05) for Parcel 6 of the The Ridge at Lake Bronson PUD for the land areas of Parcel 6, which are believed to be correct. As discussed herein, Larger Parcel A is comprised of Parcels 6B and 6C of The Ridge PD, and Larger Parcel B is comprised of Parcel 6A of The Ridge PD.

The appraiser assumes no responsibility for a survey, or for encroachments or overlapping or other discrepancies that might be revealed thereby if a survey were to have been provided. Sketches and plot plans in the report are to assist the reader to visualize the property and are not to be assumed as surveys unless they are specifically identified as such.

It is noted for the reader that the above-identified discrepancy in the size of the land area that is to be conveyed to the City requires an assumption by the appraiser for the size of Parcel 6 which will remain after conveyance of the 2.79 acres to the City of Apopka. Per the Master Site Plan and Site Data (C1.05) for Parcel 6 of The Ridge PD, Parcel 6 contains 28.90 acres that is allocated as 13.20 acres for Larger Parcel A (Parcels 6B and 6C) and 15.7 acres for Larger Parcel B (Parcel 6A). Thus, utilizing a Parcel 6 size of 28.90 acres and an area of 2.79 acres as identified on the Sketch and Legal Description as the area that is to be conveyed to the City, results in a Parcel 6 land area of 26.11 acres that will remain after conveyance of the 2.79 acres to the City of Apopka for right of way utilization. It is further noted for the reader that this 26.11 acres of Parcel 6 that remain after conveyance to the City of 2.79 acres for utilization as right of way, is different from the 25.89 acres indicated on the Master Site Plan and Site Data Sheet C1.05 with an approval date of December 19, 2022, which is due to the area to be conveyed to the City for right of way being 3.01 acres on Sheet C1.05. The appraiser is unaware as to why there is a discrepancy between the 3.01-acre size reported on the Master Site Plan (Sheet C1.05) and the 2.79 acres reported on the Sketch and Legal Description provided which depicts the area to be conveyed to the City for utilization as right of way.

It is also noted that the Sketch and Legal Description provided to the appraiser does not provide a breakdown of the areas of the acquisitions from Larger Parcel A (Parcel 6C) and Larger Parcel B (Parcel 6A), only the total 2.79-acres of Parcel 6 that is to be conveyed to the City. Although the appraiser requested that a breakdown of the 2.79-acre acquisition area from Larger Parcels A and B be provided for utilization in this appraisal, a breakdown of the areas of acquisitions from Parcel A and from Parcel B was not received. Therefore, the appraiser is not able to provide an allocation of

QUALIFYING AND LIMITING CONDITIONS: (continued)

the actual breakdown of the 2.79 acres that is to be conveyed to the City. The land area sizes indicated on Sheet C1.05 have been utilized in this report for the purpose of describing Larger Parcel A (Parcels 6B and 6C of The Ridge PD) containing 13.2 acres and Larger Parcel B (Parcel 6A of The Ridge PD) containing 15.7 acres.

The reader needs to be aware that the actual size of those areas that are to be conveyed to the City from Larger Parcels A and B would have been discussed in this report had those land areas been available. However, the land areas of Larger Parcels A and B are not required for the purpose of estimating the value of that portion of Parcel 6 that is to be conveyed to the City since the development entitlements that were attached to the 2.79 acres will remain with The Ridge PD after conveyance of the 2.79 acres to the City. The 2.79 acres of Parcel 6 that is to be conveyed to the City does not have any assigned entitlements, so it is not necessary to have a breakdown of those portions of the 2.79 acres that are located on Larger Parcel A (Parcel 6C) and Larger Parcel B (Parcel 6A) to derive an estimate of value for the 2.79-acre land area that is to be conveyed to the City.

Per information provided by the property owner and as indicated on Site Data Sheet C-2.1 with an approval date of May 18, 2021, the Larger Parcel A Property (Parcels 6B and 6C) was approved for development with 150,000 square of commercial building area. According to information provided to the appraiser by the property owner, the Remainder of Larger Parcel A is in the process of seeking approval for development of 100,000 square feet of flex office space and a gas station pad containing 5,000 square feet. Thus, the difference between the 150,000 square feet of commercial space on Larger Parcel A that was approved for development before the agreed to conveyance of 2.79 acres to the City for road right of way, and the 105,000 square feet that the property owner reported that they intend to submit approvals for, results in a proposed reduction in building area of 45,000 square feet. However, the portion of Larger Parcel A which remains after conveyance of the 2.79 acres to the City is still entitled for development of 150,000 square feet of building area. As will be discussed below concerning reassignment of some of the multi-family development unit entitlements associated with Parcel 6A to Parcel 3 of The Ridge PD, it is a reasonably probable expectation that the 45,000 square feet of building area entitlements that the developer may decide not utilize on the remainder of Larger Parcel A could be reassigned to one or more of the Parcels in The Ridge PD that are already designated for commercial development.

Per information provided by the property owner and as indicated on Site Data Sheet C-2.1 with an approval date of May 18, 2021, the Larger Parcel B Property (Parcel 6A) was approved for development with 378 multi-family units. Larger Parcel B per Site Data Sheet C1.05 with an approval date of December 19, 2022, indicates that the Remainder of Larger Parcel B is approved for development with 304 multi-family units. Thus, the difference between the number of multi-family units on Larger Parcel B that were approved for development before the proposed partial acquisition and the number of multi-family units that are approved for development on the Remainder of Larger Parcel B results in a reduction of 74 units. However, approval was obtained for these 74 multi-family units to be reallocated to the multi-family component of Parcel 3 of The Ridge PD.

As stated above, in the proposal, and as instructed by the client, for purposes of the valuation analysis of the 2.79 acres of Parcel 6 (Larger Parcels A and B) that is to be conveyed to the City for utilization as right of way, the appraiser has considered the reduction in the land area of Larger Parcel A (Parcels

QUALIFYING AND LIMITING CONDITIONS: (continued)

6B and 6C) resulting from acquisition to not have reduced the previously approved building area of 150,000 square feet, and the Larger Parcel B acquisition (from Parcel 6A) to not have reduced the previously approved 378 multi-family units since 78 multi-family units were reallocated from Parcel 6 to Parcel 3 of The Ridge PD.

Thus, since 74 multi-family units were reallocated from Parcel 6 of The Ridge development to Parcel 3 of The Ridge development, and 150,000 square feet of commercial building square footage remains entitled to the remainder of Parcel 6 that is identified herein as Larger Parcel A, the estimate of value for the 2.79 acres of Parcel 6 (Larger Parcels A and B) that is to be conveyed to the City will not reflect any diminishment in the approved developable units (square footage and multi-family units) which exists before conveyance to the City of the 2.79 acres for utilization as right of way because those same entitlements remain vested to The Ridge PD. Therefore, the estimate of value for the proposed 2.79-acre land area conveyance to the City will not include providing estimates of value for the Remainder of Parcel 6. For the purpose of this valuation analysis, the estimate of value for the 2.79 acres of Parcel 6 that is to be conveyed to the City will be the value as Part of the Whole for Parcel 6 as an unentitled mixed-use property.

As discussed above, the Remainder of The Ridge PD is considered to not suffer any severance damages as a result of the conveyance of the 2.79 acres to the City for road right of way that is necessary to accommodate construction of the new SR 429 / Binion Road Interchange. The Remainder of The Ridge PD also does not realize any Special Benefits which might accrue from the new Interchange Project and potentially offset severance damages to The Ridge PD. Thus, the estimate of value for the 2.79 acres that is to be conveyed to the City from Parcel 6 does not reflect any potential for severance damages to the development potential of the Parcel 6 Remainder and The Ridge PD Remainder, or the potential for Special Benefits which might accrue to the Remainder resulting from the conveyance to the City of 2.79 acres for utilization as road right of way.

The appraiser renders no opinion of a legal nature, such as to ownership of the property or condition of title. The title of the property is assumed to be marketable. Unless stated to the contrary, the property is appraised as an unencumbered fee, which does not exist in violation of applicable ordinances, statutes, or other governmental regulations.

Unapparent Conditions:

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structural, which would render it more or less valuable than an otherwise apparently comparable property. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such conditions.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or

QUALIFYING AND LIMITING CONDITIONS: (continued)

engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Information and Data:

The information and data supplied to the appraiser by others, and considered in the valuation, are from sources believed to be reliable but no further responsibility is assumed for their accuracy.

The appraiser considered all data of a conjectural nature such as the reasonable probability to re-zone, and to obtain variances and approvals for development of the subject property.

Extraordinary Assumptions:

As previously stated, it is assumed that Parcel 6 of The Ridge PD contains 28.90 acres and is comprised of Larger Parcel A (Parcels 6B and 6C of The Ridge PD) containing 13.20 acres and Larger Parcel B (Parcel 6A) containing 15.70 acres. It is further assumed that the area of acquisition contains 2.79 acres per the Sketch and Legal Description provided by the client, not the 3.01 acres indicated on Master Site Plan and Site Data Sheet C1.05 which was approved on December 19, 2022. Thus, the calculated Remainder Property size is assumed to be 26.11 acres (28.90 acres minus 2.79 acres), not the 25.89 acres (28.90 acres minus 3.01 acres) which reflects the land areas reported on Sheet C1.05.

The appraiser was not provided with a breakdown of the areas of acquisition from Larger Parcels A and B. As stated above, the estimates of value for the partial acquisitions from Larger Parcels A and B will be based upon the appraiser's estimate of the area of acquisition from Parcel 6 of The Ridge PD as if unentitled since the 2.79 acres to be conveyed to the City is unentitled.

The appraiser has also assumed that obtaining approvals from the City of Apopka for development of up to 150,000 square feet of commercial space on either the Remainder of Parcel 6C, or with reallocation of some of entitled Parcel 6 commercial building area to other Parcels in The Ridge PD that are approved for commercial development, is reasonably probable, if applied for.

There are no other extraordinary assumptions associated with this appraisal.

Hypothetical Conditions:

The appraiser has been directed by the client to appraise the value of only the underlying land area to be acquired. Any site improvements located within the proposed acquisition area will not be discussed or valued in this appraisal report.

Use of the Appraisal:

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communications, without the prior written consent and approval of the author.

QUALIFYING AND LIMITING CONDITIONS: (continued)

All of the valuations in the report are applicable only under the stated program of highest and best use and are not necessarily applicable under other programs of use.

The distribution of the total valuation in this report between land and improvements, if any, is applicable only as a part of the whole property. The land value, or the separated value of improvements, must not be used in conjunction with any other appraisal and is invalid if so used.

The appraiser is not required to give testimony or to appear in court by reason of this appraisal unless arrangements have previously been made with the undersigned appraiser.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS:

Name(s) and Address of the Owner(s) of Record:

Larger Parcel A (a/k/a Parcels 6B and 6C of The Ridge PD)

Apopka Centerline Development, LLC
15481 SW 12th Street
Suite 309
Sunrise, FL 33326-1993

Larger Parcel B (a/k/a Parcel 6A of The Ridge PD)

Apopka Development Opportunity, LLC
15481 SW 12th Street
Suite 309
Sunrise, FL 33326-1993

Property Address:

According to the Orange County Property Appraiser's Office, the subject property has the following street addresses:

Larger Parcel A – 1209 South Binion Road and 1251 South Binion Road, Apopka, FL 32703

Larger Parcel B – 2300 The Reserve Circle, Apopka, FL 32703

Location Description:

The subject property (Parcel 6 of The Ridge PD) is located at the southeast corner of the South Binion Road and Boy Scout Road intersection within the City of Apopka, Orange County, Florida.

Property Inspection Dates:

October 10, 2023, and December 10, 2023.

Edwin R. Barfield inspected the subject property on October 10, 2023 at the scheduled inspection appointment. Neither the property owner nor a representative attended the scheduled inspection appointment. The appraiser did correspond with the owner's representative, Mr. Kevin T. Walsh, P.E., via e-mail on October 4, 2023, and with Craig Perry on December 15, 2023. The extent of the field inspection included a physical inspection and photographing of the subject property. The subject property was reinspected by Edwin R. Barfield on December 10, 2023, which is the effective date of value.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS: (continued)

Land Size:

The appraiser was provided a copy of the Master Site Plan for Parcel 6 of The Ridge at Lake Bronson PD. The land area for Larger Parcel A (Commercial – Parcels 6B and 6C of The Ridge PD) is identified as containing 13.20 acres and Larger Parcel B (Multi-Family – Parcel 6A of The Ridge PD) is identified as containing 15.70 acres. For the purposes of this report, the land area of 28.90 acres as indicated on The Ridge Master Site Plan will be utilized in this analysis.

Improvements:

As discussed, any improvements located within the proposed acquisition area will not be discussed or valued in this appraisal report.

TYPE OF APPRAISAL AND REPORT FORMAT:

For this assignment we have prepared a narrative Appraisal Report for valuation of the subject property's underlying land.

PURPOSE, INTENDED USE AND INTENDED USER OF THE APPRAISAL:

The purpose of the appraisal is to estimate the market value of the unencumbered fee simple interest in the subject property, subject to the Qualifying and Limiting Conditions as discussed in section 115 of this report, and the market value of the proposed fee acquisition subject to the Qualifications and Limiting Conditions stated herein.

The intended use of the appraisal is to determine an estimate of value for the City of Apopka for the purpose of negotiations with the property owner for the City's fee simple acquisition of a 2.79-acre area from Parcel 6 of The Ridge master-planned development per the terms of an Agreement between the developer of The Ridge and the City of Apopka.

DEFINITION OF MARKET VALUE:

The fair market value of the fee simple interest in the real property to be appraised is defined as: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (3) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;

DEFINITION OF MARKET VALUE (Continued):

- (3) A reasonable time is allowed for exposure to the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

PROPERTY RIGHTS (INTEREST) APPRAISED:

The property rights appraised for the proposed acquisition is the fee simple interest (estate). Improvements, if any, located within the proposed acquisition area will not be discussed or valued in this appraisal report.

SCOPE (EXTENT OF PROCESS OF COLLECTING, CONFIRMING AND REPORTING DATA):

For the purposes of this analysis, we have prepared a narrative Appraisal Report for reporting the valuation of the subject property. The land area to be conveyed to the City in fee simple contains 2.79 acres of land area that is located along the north and west property lines of Parcel 6 of The Ridge PD. As previously discussed, Parcel 6 of The Ridge at Lake Bronson master-planned development is also identified as Larger Parcels A and B in this report for discussion purposes.

The subject property and surrounding neighborhoods were inspected. General research of the neighborhood and related market influences was conducted. Information related to the approvals for development of The Ridge at Lake Bronson master-planned development was researched and reviewed.

The appraiser has been directed by the client to value the underlying land for the 2.79 acres that is to be conveyed to the City for utilization as road right of way and a stormwater treatment pond. Therefore, valuation of any improvements located on the subject property or within the proposed area to be conveyed to the City will not be considered. For this appraisal vacant comparable sales were researched and analyzed utilizing the Sales Comparison Approach to value the subject land as if vacant and unentitled. Comparable sales that have occurred in Orange County have been researched to support an opinion of value for Parcel 6 of The Ridge PD as if vacant and unentitled. The sales were discovered from research of the public records, CoStar research source and the Multiple Listing Service among other real estate sources.

The land sales that were selected were considered most comparable with respect to highest and best use, location, size, utilities, and zoning. These market transactions were verified with at least one of the participating parties and/or real estate agents and attorneys that were involved in the transaction to accurately identify any influences on the purchase price.

SCOPE (EXTENT OF PROCESS OF COLLECTING, CONFIRMING AND REPORTING DATA) (Continued):

The sales utilized to value the subject property are considered to be the most compelling indicators of market value for the subject land and are included in the Addenda section of this report. Listings of vacant properties in the area were also researched to provide support for current market conditions.

The scope of work includes appraising Larger Parcels A and B which comprise the abbreviated Parent Tract that is part of The Ridge at Lake Bronson master-planned development. Appraising all The Ridge development was not part of the scope of work and is not considered applicable for estimating the value of that portion of Larger Parcels A and B that are to be conveyed to the City of Apopka for utilization as right of way required to accommodate improvements to the Binion Road and Boy Scout Road Intersection necessitated by construction of the new SR 429 / Binion Road Interchange. Thus, the scope is limited to an appraisal of the Larger Parcels A and B land areas with acknowledgement that the development rights that were originally assigned to the areas of acquisition on Larger Parcels A and B have been removed and been allocated to the Remainder of Parcels 6B and 6C and to Parcel 3 of The Ridge planned development. Therefore, the development entitlement rights associated with the areas of acquisition from Larger Parcels A and B that were originally approved for development of Parcel 6 remain as entitlements to The Ridge planned development.

The entitlements for the development of 678 multi-family units (on Parcel 3 and the Remainder of Parcel 6A) and 150,000 square feet of commercial space (on the Remainder of Parcel 6C and on Parcel 6B) originally approved for The Ridge planned development have not been reduced as a result of conveyance of right of way from Larger Parcels A and B to the City, and all of the original development entitlements remain vested with The Ridge master-planned development.

APPRAISAL PROBLEM:

The two components of the abbreviated Parent Tract that is Parcel 6 of The Ridge at Lake Bronson master planned development are identified herein for discussion purposes as Larger Parcel A (Parcels 6B and 6C of The Ridge PD) and Larger Parcel B (Parcel 6A of The Ridge PD). Larger Parcel A is entitled for commercial development and Larger Parcel B is entitled for multi-family development both before and after conveyance of the 2.79 acres to the City for utilization as road right of way and stormwater treatment.

For the purpose of this appraisal, Larger Parcel A is considered to contain 13.20 acres of land area and is approved for development with commercial uses containing 150,000 square feet of building area. Larger Parcel A is identified on the current development plan for The Ridge as Parcel 6B and Parcel 6C. Parcel 6B is a 2.5-acre stormwater retention site that will serve the commercial development that will be located on the south portion of Parcel 6C. Parcel 6C contains 10.7 acres and is comprised of two non-contiguous land areas. That portion of Parcel

APPRAISAL PROBLEM (Continued):

6C that is located adjacent to and north of Parcel 6B contains 1.91 acres (per the Parcel 6 Master Site Plan and Site Data C1.05) and is to be conveyed to the City for utilization as road right of way required for improvement of the Binion Road and Boy Scout Road Intersection that is necessitated by construction of the new SR 429 / Binion Road Interchange. That portion of Parcel 6C that is located adjacent and south of Parcel 6B contains 8.79 acres. Thus, the 13.20-acre Larger Parcel A is comprised of Parcel 6B containing 2.5 acres and Parcel 6C containing 10.7 acres, of which 1.91 acres of Parcel 6C is identified on The Ridge development plan as future right of way.

After the developer of The Ridge and the City of Apopka entered into an agreement that allows for conveyance of the 2.79 acres of land area to the City that will be utilized as right of way for improvement of the Binion Road and Boy Scout Road Intersection that is necessitated by construction of the new SR 429 / Binion Road Interchange, the same 150,000 square feet of commercial building that was originally approved for development of the 13.2 acre Parcel 6B and 6C is still approved for development of Parcel 6B as a 2.5-acre stormwater treatment pond site and the Remainder of Parcel 6C as a 8.79 acre commercial development site. The Parcel 6B and 6C Remainder land area contains a total of 11.29 acres.

The property owner reported to the appraiser that they will be seeking approval for development of 100,000 square feet of flex space and a 5,000 square foot gas station pad on the Larger Parcel A Remainder. Larger Parcel A (Parcel 6B and 6C) Remainder is entitled for the same 150,000 square feet as Before conveyance of the 2.79 acres to the City for right of way. Per the original development order, automobile service stations were only permitted on Parcels 1 and 3. Thus, it remains unknown at this time what commercial uses will be applied for and approved for development of the 11.20-acre Larger Parcel A Remainder.

Larger Parcel B contains 15.70 acres of land area and was originally entitled for development with 378 multi-family dwelling units. Larger Parcel B is identified on the current development plan for The Ridge as Parcel 6A. After the developer of The Ridge and the City of Apopka entered into an agreement that allows for conveyance of the 2.79 acres of land area that will be needed as right of way for improvement of the Binion Road and Boy Scout Road Intersection that is necessitated by construction of the new SR 429 / Binion Road Interchange, the Parcel 6A Remainder was approved for development with 304 multi-family dwelling units with 74 of the 378 multi-family units originally allocated to Parcel 6 being reallocated to Parcel 3 of The Ridge development.

Since the Remainder of Larger Parcel A retains the entitlements to be developed with the same 150,000 square feet of commercial building area as before conveyance to the City of the 2.79 acres for right of way, and the Larger Parcel B Remainder had 74 of the originally approved 378 multi-family units allocated to Parcel 3 of The Ridge development and is approved for development of 304 multi-family units, there has not been any reduction in the original entitlements for development of The Ridge master-planned development resulting from conveyance of 2.79 acres to the City of Apopka for utilization as road right of way. Therefore, the entitlements that were originally associated with the right of way area that the developer has agreed to convey to the City have either been reassigned within The Ridge development (74

APPRAISAL PROBLEM (Continued):

multi-family units to Parcel 3) or remain as originally approved (150,000 square feet of building area on Parcels 6B and the Remainder of 6C). As such, it would not be appropriate to derive an estimate of value for the area of acquisition that includes a value component attributable to this right of way area as if it has retained the original development entitlements.

The appraiser will estimate the value of the underlying land of Parcel 6 as vacant and unentitled. The appraisal problem will be to determine the fee simple fair market value of Parcel 6 with the value of the 2.79 acres that is to be conveyed to the City being Part of the Value of the Whole Parcel 6 land value. This appraisal does not include a valuation of the Remainder of Parcel 6 since the originally approved development rights are retained by The Ridge PD in the Remainder condition.

The land area to be conveyed to the City contains 2.79 acres of land area per the Sketch and Legal Description provided to the appraiser. Per the Master Site Plan and Site Data (Sheet C1.05), the area to be conveyed to the City contains 3.01 acres of which 1.91 acres is located on Larger Parcel A and 1.10 acres is located on Larger Parcel B. However, as previously discussed, the Sketch and Legal Description for the proposed acquisition indicates 2.79 acres of Parcel 6 is to be conveyed to the City for utilization as right of way.

The conveyance of the 2.79 acres to the City for utilization as right of way is for construction of those roadway and drainage improvements associated with the South Binion Road and Boy Scout Road intersection that are required to accommodate construction of the SR 429 at Binion Road Interchange improvements. As previously stated, the description of the acquisition provided by the client indicates that the acquisition area contains 2.79 acres. This size is not consistent with the Parcel 6 Master Site Plan and Site Data (C1.05) which indicates that the land area to be conveyed to the City for right of way and stormwater needs along Boy Scout Road contains 3.01 acres. For the purposes of this analysis, the area to be conveyed to the City will be considered to contain 2.79 acres, and resolution of any discrepancies in the area to be conveyed to the City from Parcel 6 will need to be decided by the client and the property owner. The Sketch and Legal Description of the 2.79 acres that is to be conveyed to the City that was provided by the client, and the 3.01 acres as identified on the Parcel 6 Master Site Plan and Site Data (C1.05) are included in this report. Site improvements, if any, located within the 2.79 acres that is to be conveyed to the City will not be discussed or valued in this appraisal report as requested by the client.

The land areas that comprise Larger Parcels A and B are identified on the current approved site development plan as Parcels 6A, 6B and 6C. Parcel 6 contains 28.9 acres and is one of the development tracts in the master-planned community known as The Ridge at Lake Bronson, which is entitled for up to 683 residential homes, 678 apartments, 350,000 square feet of commercial/office space, and 1.5 million square feet of industrial uses. The Ridge contains 366.20 gross acres and 340.28 net developable acres, with development planned for eight Parcels with staggered construction phasing. These eight Parcels for the current The Ridge Development Agreement are summarized in the following table:

APPRAISAL PROBLEM (Continued):

Parcel No. (Phase)	Land Use	Gross Acres	Dev. Program
Parcel 1 (Phase 3)	Commercial	29.2 AC	100,000 SF
Parcel 2 (Phase 1)	Residential: Single-Family/Townhome	79.57 AC	340 DU
Parcel 3 (Phase 3)	Multi-Family Office Commercial	18.0 AC 7.0 AC 6.0 AC	374 DU 75,000 SF 25,000 SF
Parcel 4 (Phase 1)	Residential: Single-Family/Townhome	59.46 AC	303 DU
Parcel 5 (Phase 1)	Industrial	78.2 AC	1,500,000 SF
Parcel 6 (Phase 2)	Mixed-Use: Multi-Family Commercial Right of Way	28.9 AC 14.6 AC 11.29AC 3.01 AC	304 DU 150,000 SF
Parcel 7 (Phase 2)	Commercial (Cell Tower)	3.5 AC	25,000 SF
Parcel 8 (Phase 1)	Lake / Recreation	59.5 AC	
Parcel 9 (Phase 2)	Residential: Single-Family/Townhome	40.6 AC	44 DU

Per the Planned Development Agreement for The Ridge, apartments are to be luxury apartments containing the following amenity features: (1) balconies/porches; (2) resort-style swimming pool; (3) recreational clubhouse; (4) washer and dryer in each apartment.

Prior to the City and the developer entering into an agreement that allows for designation of those land areas required to accommodate the modifications to the Binion Road and Boy Scout Road Intersection which are necessitated by the new SR 429 / Binion Road Interchange, the site development plan for Parcel 6 allowed for development of 378 apartment units and 150,000 square feet of commercial space. To avoid a reduction in the 150,000 square feet of developable commercial space and 378 apartment units that were originally planned for development on Parcel 6 resulting from the conveyance of the 2.79 acres to the City, modification of the Development Agreement for The Ridge was approved by the City.

The land area that comprises Parcels 6B and 6C of The Ridge Planned Development, which was originally approved for development of 150,000 square feet of commercial building area on the west 13.2 acres of Parcel 6, has been approved for development of 150,000 square feet of commercial space on the 11.29-acre Remainder land areas of Parcels 6B and 6C. Parcel 6B will remain a 2.5-acre stormwater tract, and when combined with the 8.79 acres Remainder of Parcel 6C that is not part of the 1.91 acre right of way portion of Parcel 6 that is to be conveyed to the City, the result is a Remainder commercial portion of Parcel 6 containing 11.29 acres (8.79 acres plus 2.5 acres). Thus, the conveyance of the 1.91 acres of Parcel 6C to the City for road right of way has not resulted in a reduction in the rights allowed for development of

APPRAISAL PROBLEM (Continued):

150,000 square feet of commercial building space on the Remainder of Parcel 6C.

The 15.7-acre land area that comprised Parcel 6A of The Ridge Planned Development was originally approved for development of 378 multi-family apartment units. The 14.60 Remainder of Parcel 6A has been approved for development of 304 multi-family units, with 74 of the multi-family units that were originally allocated to Parcel 6 having been reallocated to Parcel 3. Parcel 3 was originally approved for development of 300 multi-family units and is currently improved for development of 374 multi-family units. Thus, the conveyance of 1.1 acres of Parcel 6A to the City for road right of way has not resulted in a reduction in the original development rights for The Ridge that allowed for development of 678 multi-family units. After conveyance of the right of way, the Remainder of Parcel 6A is allowed for development of 304 multi-family units and Parcel 3 is allowed for development of 374 multi-family units, which results in the same 678 apartment units as originally approved for The Ridge Planned Development.

IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION:

Property Addresses:

According to the Orange County Property Appraiser Records, Larger Parcel A is comprised of three tax parcels with addresses of 1209 and 1251 South Binion Road, Apopka, FL 32703. The Orange County Property Appraiser Records show Larger Parcel B having an address of 2300 The Reserve Circle, Apopka, FL 32703.

Location Description:

Larger Parcel A is located at the southeast corner of South Binion Road and Boy Scout Road within the city limits of Apopka, Florida. Larger Parcel B is located along the south side of Boy Scout Road approximately 600 feet east of South Binion Road and west of Lake Bronson Drive, within the city limits of Apopka, Florida.

Legal Descriptions:

Larger Parcel A:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 21, Range 28, LESS the North 33 feet for road right of way and less that portion transferred to the Central Florida Expressway Authority as recorded in OR Book 8959, Page 2948 of the Public Records of Orange County, Florida.

IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION (Continued):

Larger Parcel B:

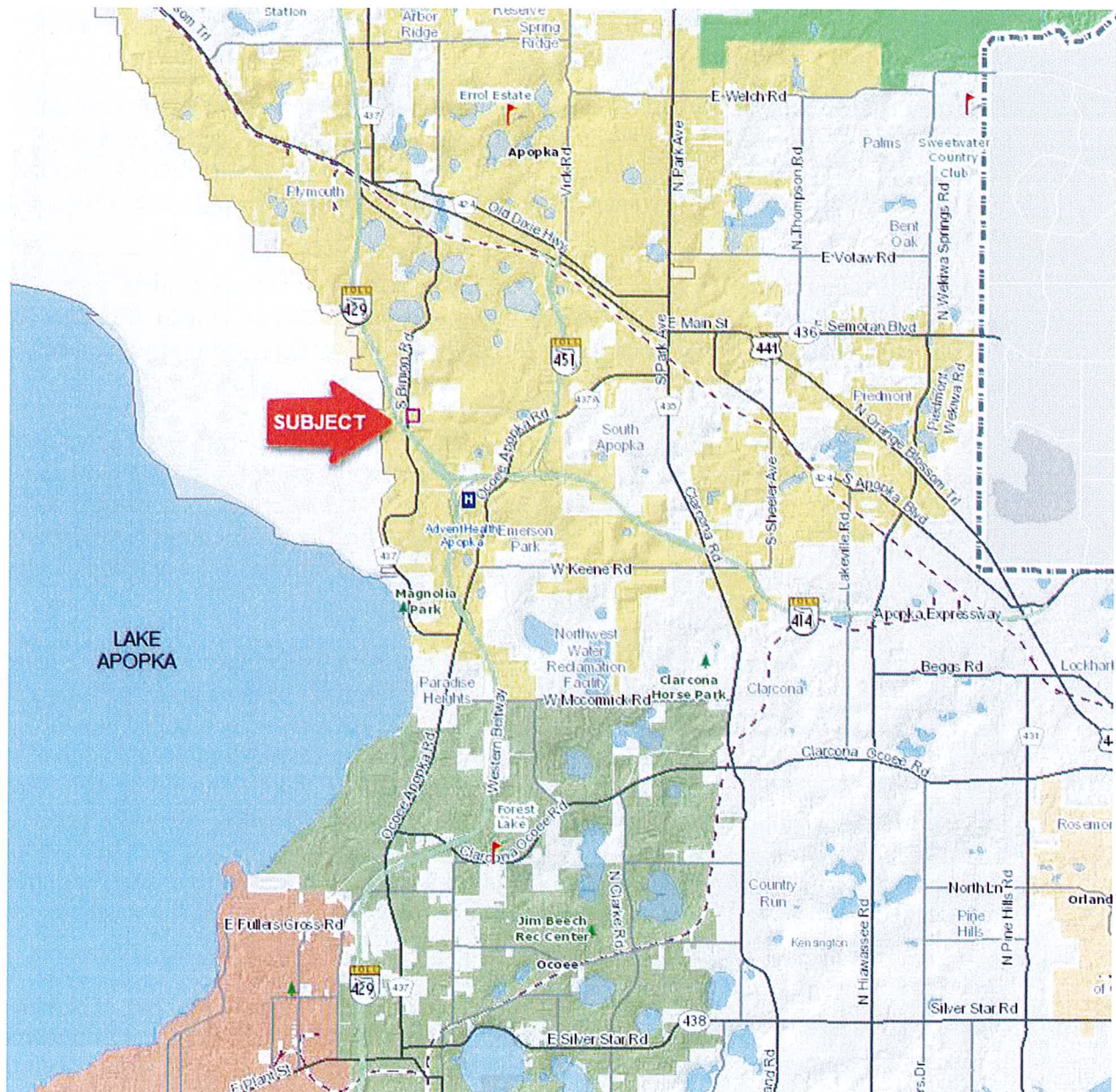
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 18; THENCE RUN NORTH 89°58'43" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 18, FOR A DISTANCE OF 1337.50 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°01'17" WEST FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF BOY SCOUT ROAD ACCORDING TO OFFICIAL RECORDS BOOK 1076, PAGE 548 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING OF SOUTH 44°42'27" EAST AND A CHORD LENGTH OF 49.73 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°32'32" FOR A DISTANCE OF 55.31 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°33'49" WEST FOR A DISTANCE OF 927.25 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 429, WESTERN BELTWAY ACCORDING TO DEED BOOK 770, PAGE 209, OFFICIAL RECORDS BOOK 9046, PAGE 4349 AND OFFICIAL RECORDS BOOK 9398, PAGE 1729 OF AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 89°58'47" WEST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE FOR A DISTANCE OF 707.37 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE RUN NORTH 00°14'15" EAST FOR A DISTANCE OF 963.06 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY LINE OF BOY SCOUT ROAD; THENCE RUN SOUTH 89°58'43" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 677.52 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF AREA AND NEIGHBORHOOD:

The Area Data has been included in the Addenda of this report. The location of the subject falls under the influence of the Orlando Metropolitan Statistical Area (MSA).

Neighborhood Analysis

Neighborhood Map



DESCRIPTION OF AREA AND NEIGHBORHOOD (continued)

A neighborhood can be defined as a group of complementary land uses, which can be an entire community, or a portion of a larger community, for which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. A large number of shared features may be reflected in a neighborhood including a similarity of economic level, cultural backgrounds, building types and styles, population characteristics, and governmental and zoning regulations that affect land use. Neighborhood boundaries may consist of well-defined natural or manmade barriers, or they may be defined by social, economic, and governmental forces which may cause a distinct change in land use or in the character of the inhabitants.

The complementary land uses that comprise neighborhoods typically evolve through stages known as the life cycle. These stages include development and growth, stability, transition, decline, and revitalization. These stages should be used as guides to market trends; however, there is no set life expectancy for a neighborhood, and the life cycle stages are not always sequential.

The subject neighborhood is located in the northwest portion of Orange County and can be generally defined as that area within the city limits of Apopka south of Orange Blossom Trail (US Hwy 441) and west of Clarcona Road (County Road 435). This area is approximately 10 miles northwest of Downtown Orlando.

Historically the City of Apopka has been an agricultural community and was known as the foliage capital of the world. Early settlers were attracted to the Apopka area by the fertile lands, lakes and abundant water supply from Rock Springs and Wekiwa Springs (originally known as Clay Springs). The city was originally incorporated in 1882 and was officially known as Town of Apopka City. Along the west boundary of the subject neighborhood is Lake Apopka which is the second largest lake in the State of Florida.

In the early 1900s, Lake Apopka was a world-renowned bass fishing lake with 29 fish camps on its 40 miles of shoreline. In the early 1940s, "muck farming" became profitable along the northern shoreline of Lake Apopka. Massive quantities of nutrients were pumped into the lake from the farms, municipal sewage and effluent from citrus processing and became one of the most polluted lakes in Florida. Following massive death of wildlife including fish, birds, alligators, snakes and turtles, algae blooms and high levels of pesticides, advocates began the process of restoration of the lake. In 1996, the Florida Legislature passed the Lake Apopka Restoration Act which led to the \$100 million public purchase of muck farms to stop the nutrient pollution. Over the past 25 years, the quality of Lake Apopka has improved at a steady rate and is continued to be monitored by the State and Wildlife officials.

Over the past 20 to 30 years, Apopka, as well as the Central Florida area, has experienced increased growth with new single family and multi-family residential development, commercial development and employment centers. Growth was fueled in the area by the construction of State Road 429 in 2000 which is a controlled-access toll road built and maintained by the Central Florida Expressway Authority, The Florida's Turnpike Enterprise and the Florida Department of Transportation. SR 429 begins south of the subject neighborhood at Interstate 4 in Osceola County, extends northerly through the subject neighborhood connecting with Interstate 4 in Seminole County. A full interchange in the subject neighborhood is located at

DESCRIPTION OF AREA AND NEIGHBORHOOD (continued)

Ocoee Apopka Road. State Road 429 also connects with State Road 414 (Apopka Expressway) which extends east from SR 429 to Interstate 4 in the City of Maitland. Additionally, SR 451 connects SR 414 to Orange Blossom Trail with the immediate area. An interchange is proposed to be constructed by the Central Florida Expressway Authority at SR 429 and South Binion Road.

The subject property is located within The Ridge at Lake Bronson Planned Development which has entitlements for 1,361 single family and multi-family housing units, 350,000 square feet of commercial/office space and 1.5 million square feet of industrial space. The Ridge is comprised of 367 acres with frontage along the north and south sides of Boy Scout Road east of South Binion Road. Development surrounding the subject property includes mostly multi-family and single-family residential developments. Commercial and industrial uses are predominately located along Orange Blossom Trail and Ocoee-Apopka Road.

Studies for a State Road 429 / South Binion Road Interchange that were conducted by the Central Florida Expressway identified the benefits of a half interchange (northbound on-ramp and southbound off-ramp) expressway connection from Binion Road to SR 429 to provide enhanced access and mobility to the southwest Apopka area. Two intersection configurations were developed for the ramp connections to Binion Road. The roundabout alternative has fewer conflict points and is considered to be safer than the signalized intersection alternative and is the design concept that has been selected according to information provided to the appraiser by a City of Apopka representative. The design for a connection of the SR 429 / South Binion Road on and off-ramps to South Binion Road and a re-aligned Boy Scout Road will be developed in that Project's Design Phase. Regardless of which intersection alternative will be designed and ultimately constructed, the subject property remainder will be well positioned to benefit from proximity to this new interchange once it has been built.

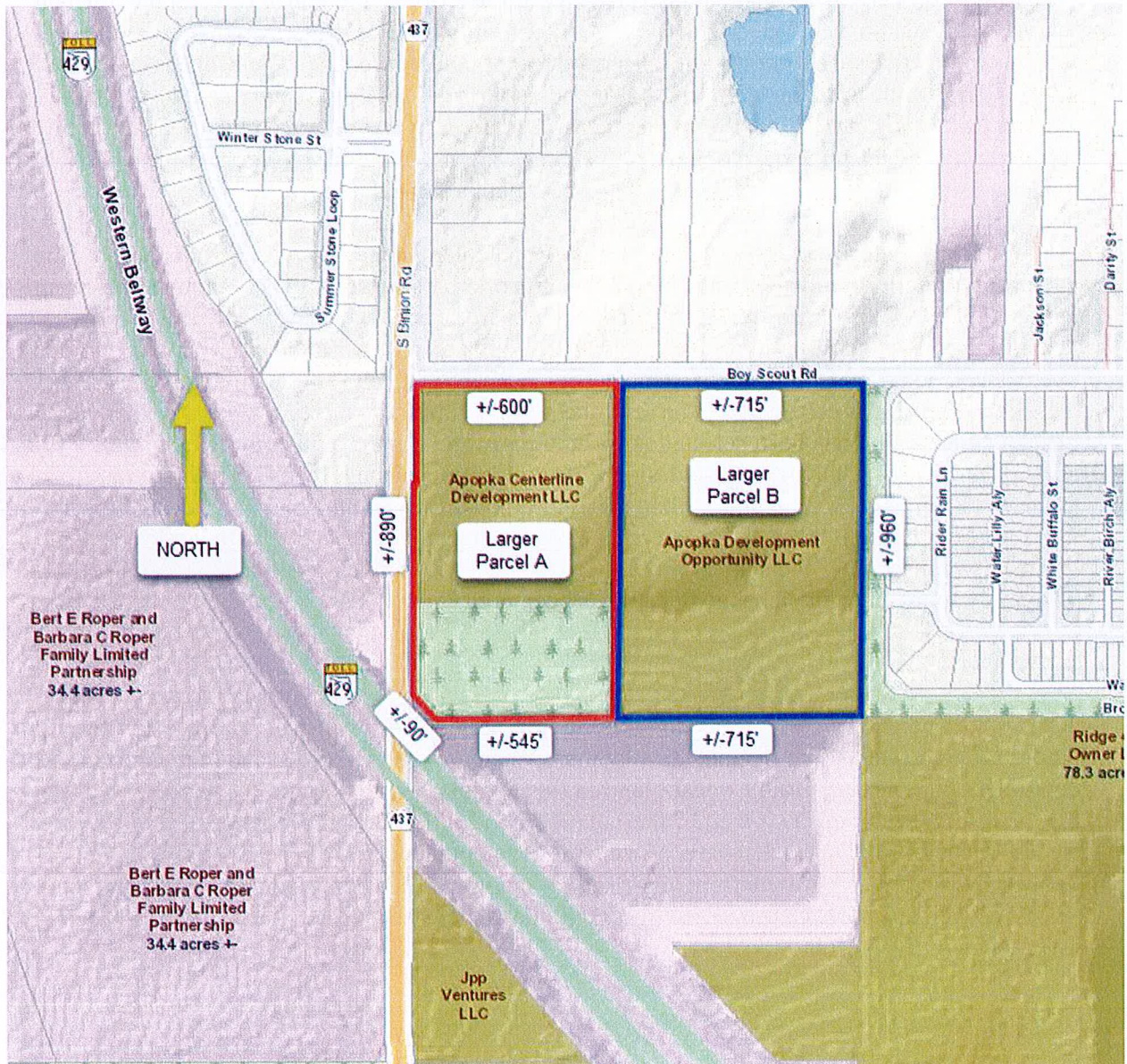
Conclusion

The subject neighborhood is considered to be in a period of growth from mostly agricultural and rural homesite uses to planned developments with new subdivisions, commercial sites and apartment complexes. Usable vacant land in the neighborhood is becoming scarce due to the demand for development. Overall, the neighborhood is located in a central area with good access to major roadways. Future prospects for development appear to be good for all types of real estate sectors. As growth from all directions continues, it is expected that prices for vacant tracts, as well as improved properties, will continue to increase and at a minimum remain stable over the next five years.

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES:

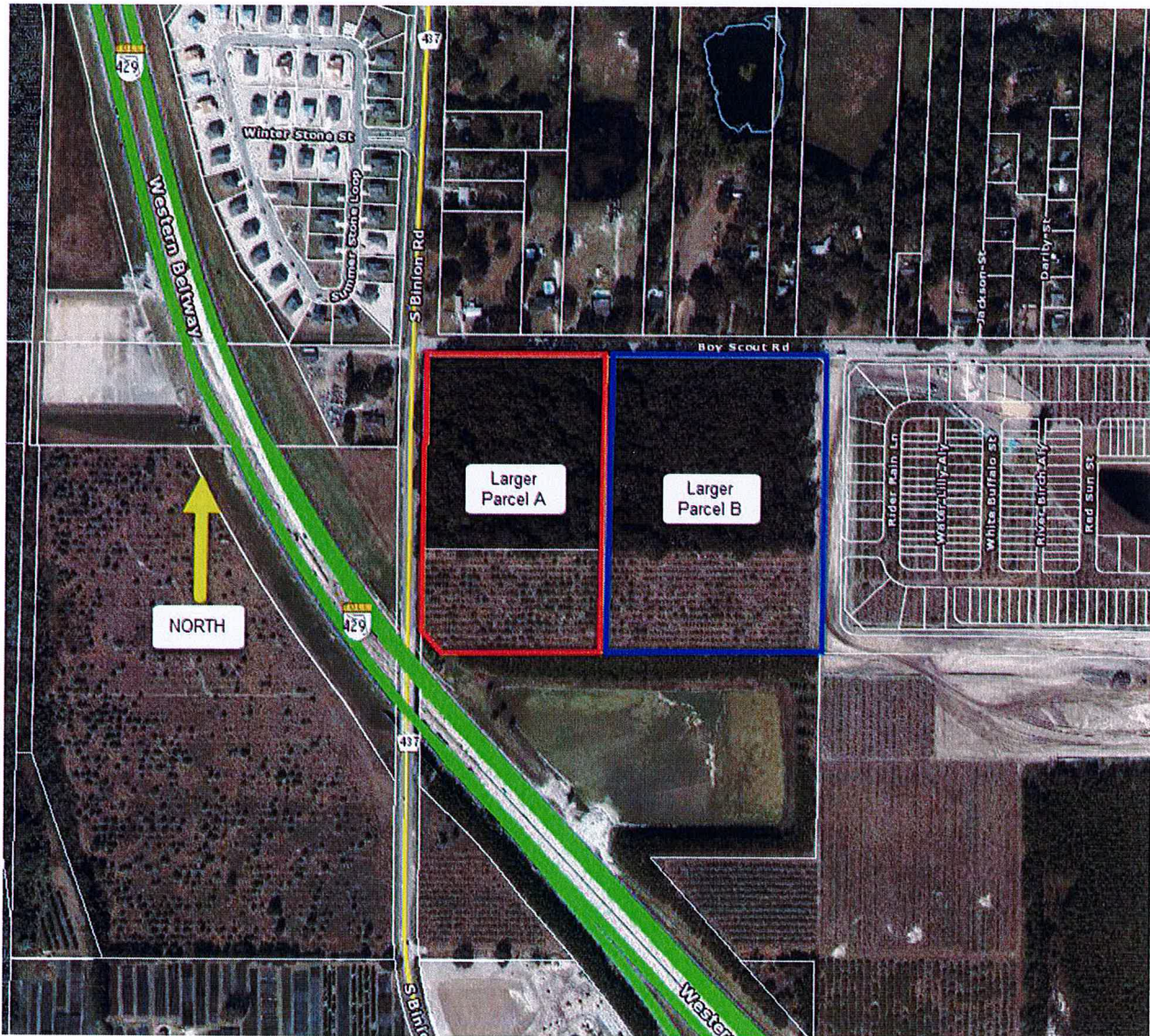
Tax Map of Parcel 6 of The Ridge PD
and Larger Parcels A and B

(For Visual Purposes Only-Not to Scale)

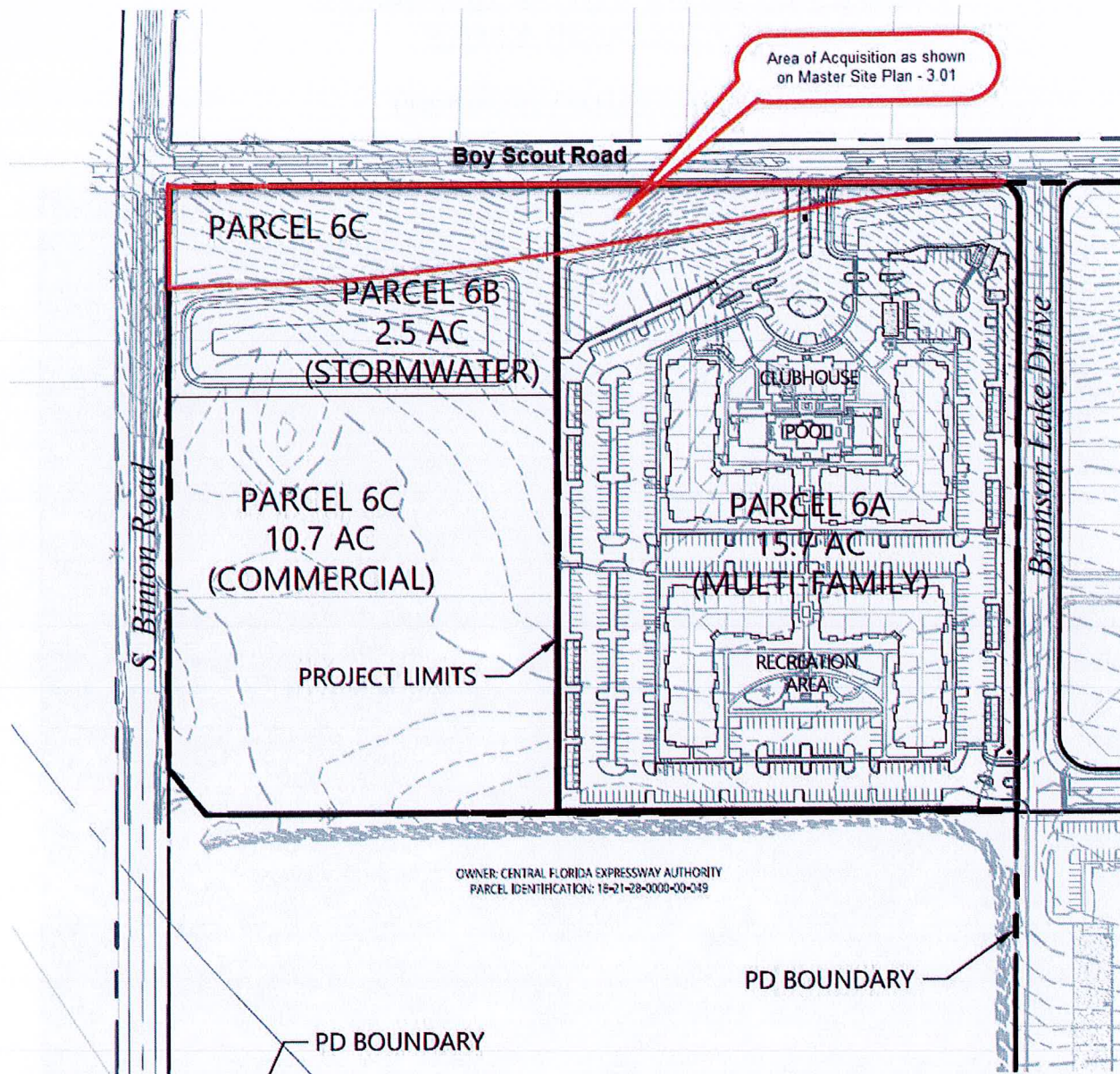


**Aerial Tax Map of Parcel 6 of The Ridge PD
and Larger Parcels A and B**

(For Visual Purposes Only-Not to Scale)



Master Site Plan Showing Area to be Conveyed to the City – 3.01 AC*



***Area of Acquisition is 2.79 AC per the following Sketch and Legal Description**

Legal Description of Area to be Conveyed to the City – 2.79 AC

LEGAL DESCRIPTION

NOT A SURVEY

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE RUN SOUTH 89°58'43" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 1266.14 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°01'17" WEST FOR A DISTANCE OF 33.00 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF BOY SCOUT ROAD AND THE POINT OF BEGINNING, BEING A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET, WITH A CHORD BEARING OF SOUTH 44°42'27" EAST, AND A CHORD DISTANCE OF 49.73 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°32'32" FOR A DISTANCE OF 55.31 FEET TO A POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.11 FEET, WITH A CHORD BEARING OF NORTH 47°53'47" WEST, AND A CHORD DISTANCE OF 33.73 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°22'33" FOR A DISTANCE OF 36.98 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°54'56" WEST FOR A DISTANCE OF 90.66 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2982.00 FEET, WITH A CHORD BEARING OF SOUTH 82°50'25" WEST, AND A CHORD DISTANCE OF 255.78 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°54'57" FOR A DISTANCE OF 255.85 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 80°22'58" WEST FOR A DISTANCE OF 368.04 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3218.00 FEET, WITH A CHORD BEARING OF SOUTH 83°33'51" WEST, AND A CHORD DISTANCE OF 357.22 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°21'49" FOR A DISTANCE OF 357.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE; CONCAVE NORTHERLY HAVING A RADIUS OF 7681.44 FEET, WITH A CHORD BEARING OF SOUTH 87°16'41" WEST, AND A CHORD DISTANCE OF 142.72 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°03'52" FOR A DISTANCE OF 142.72 FEET TO A NON-TANGENT POINT OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 282.50 FEET, WITH A CHORD BEARING OF SOUTH 60°17'46" WEST, AND A CHORD DISTANCE OF 78.25 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°55'15" FOR A DISTANCE OF 78.50 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE; CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 47.50 FEET, WITH A CHORD BEARING OF SOUTH 47°24'20" WEST, AND A CHORD DISTANCE OF 8.16 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°51'37" FOR A DISTANCE OF 8.17 FEET TO A NON-TANGENT LINE; THENCE RUN SOUTH 00°14'15" WEST FOR A DISTANCE OF 375.03 FEET; THENCE RUN NORTH 89°45'26" WEST FOR A DISTANCE OF 10.00 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH BINION ROAD, ACCORDING TO DEED BOOK 769, PAGE 164 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 00°14'15" EAST FOR A DISTANCE OF 422.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 5689.65 FEET, WITH A CHORD BEARING OF NORTH 00°59'41" EAST, AND A CHORD DISTANCE OF 150.42 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'53" FOR A DISTANCE OF 150.42 FEET TO A NON-TANGENT POINT AND THE INTERSECTION OF SAID EAST LINE AND THE SOUTH RIGHT OF WAY LINE OF SAID BOY SCOUT ROAD; THENCE RUN SOUTH 89°58'43" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1276.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 121,541 SQUARE FEET, OR 2.79 ACRES, MORE OR LESS.

SHEET 1 OF 2



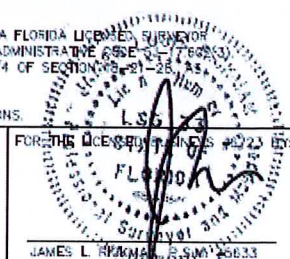
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LB#5723

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 65E-05 (7600.03).
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18-28 AS BEING S89°58'43"E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
4. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

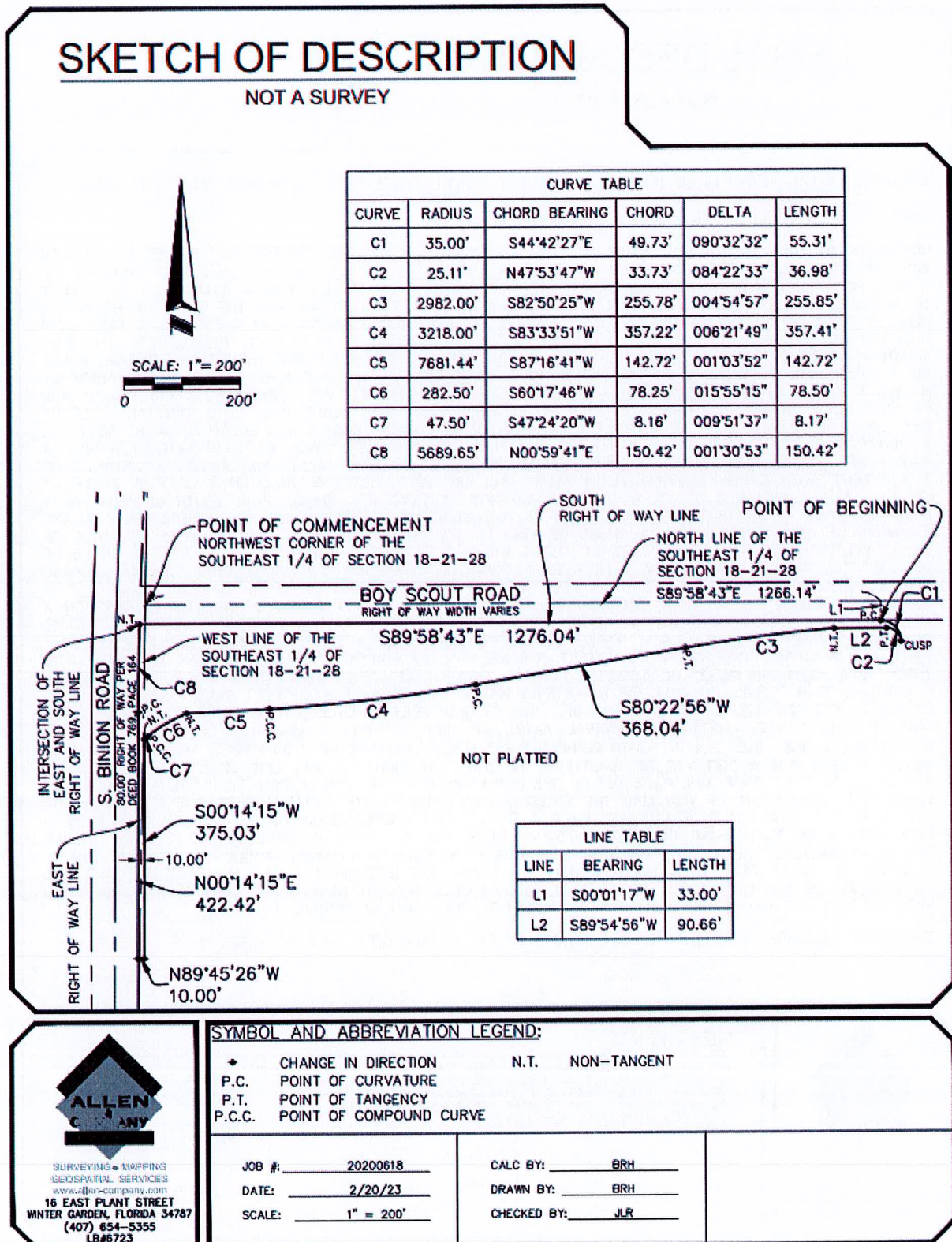
JOB # 20200618
DATE 2/20/23
SCALE N/A

CALC BY: BRH
DRAWN BY: BRH
CHECKED BY: JLR



Drawing name: K:\Data\20200618\SKETCHES\SK 13 RW AKSI-A-LEGAL

Sketch of Description of the Area to be Conveyed to the City – 2.79 AC



DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES:

Description of Property:

The land areas of Parcel 6 of The Ridge PD that comprise Larger Parcels A and B are identified on the current approved Parcel 6 Master Site Plan and Site Data (C.105) as Parcels 6A, 6B and 6C. Parcel 6 contains 28.9 acres and is one of the development tracts in the master-planned community known as The Ridge at Lake Bronson, which is entitled for 683 residential homes, 678 apartments, 350,000 square feet of commercial/office space, and 1.5 million square feet of industrials uses. The Ridge contains 366.20 gross acres and 340.28 net developable acres, with development planned for eight Parcels with staggered construction phasing. The Parcels per the current Development Agreement for The Ridge Planned Development are summarized as follows:

Parcel No. (Phase)	Land Use	Gross Acres	Dev. Program
Parcel 1 (Phase 3)	Commercial	29.2 AC	100,000 SF
Parcel 2 (Phase 1)	Residential: Single-Family/Townhome	79.57 AC	340 DU
Parcel 3 (Phase 3)	Multi-Family Office Commercial	18.0 AC 7.0 AC 6.0 AC	374 DU 75,000 SF 25,000 SF
Parcel 4 (Phase 1)	Residential: Single-Family/Townhome	59.46 AC	303 DU
Parcel 5 (Phase 1)	Industrial	78.2 AC	1,500,000 SF
Parcel 6 (Phase 2)	Mixed-Use: Multi-Family Commercial Right of Way	28.9 AC 14.6 AC 11.29AC 3.01 AC	304 DU 150,000 SF
Parcel 7 (Phase 2)	Commercial (Cell Tower)	3.5 AC	25,000 SF
Parcel 8 (Phase 1)	Lake / Recreation	59.5 AC	
Parcel 9 (Phase 2)	Residential: Single-Family/Townhome	40.6 AC	44 DU

The two components of the abbreviated Parent Tract that is Parcel 6 of The Ridge at Lake Bronson master planned development are identified herein for discussion purposes as Larger Parcel A (Parcels 6B and 6C of The Ridge PD) and Larger Parcel B (Parcel 6A of The Ridge PD). Larger Parcel A is entitled for commercial development and Larger Parcel B is entitled for multi-family development both before and after conveyance of the 2.79 acres to the City for utilization as road right of way and stormwater treatment.

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES: (continued)

For the purpose of this appraisal, Larger Parcel A is considered to contain 13.20 acres of land area and is approved for development with commercial uses containing 150,000 square feet of building area. Larger Parcel A is identified on the current development plan for The Ridge as Parcel 6B and Parcel 6C.

Parcel 6B is a 2.5-acre stormwater retention site that will serve the commercial development that will be located on the south portion of Parcel 6C. Parcel 6C contains 10.7 acres and is comprised of two non-contiguous land areas. That portion of Parcel 6C that is located adjacent to and north of Parcel 6B contains 1.91 acres (per the Parcel 6 Master Site Plan and Site Data C1.05) and is to be conveyed to the City for utilization as road right of way required for improvement of the Binion Road and Boy Scout Road Intersection that is necessitated by construction of the new SR 429 / Binion Road Interchange. That portion of Parcel 6C that is located adjacent and south of Parcel 6B contains 8.79 acres. Thus, the 13.20-acre Larger Parcel A is comprised of Parcel 6B containing 2.5 acres and Parcel 6C containing 10.7 acres, of which 1.91 acres of Parcel 6C is identified on The Ridge development plan as future right of way.

After the developer of The Ridge and the City of Apopka entered into an agreement that allows for conveyance of the 2.79 acres of land area to the City that will be utilized as right of way for improvement of the Binion Road and Boy Scout Road Intersection that is necessitated by construction of the new SR 429 / Binion Road Interchange, the same 150,000 square feet of commercial building space that was originally approved for development of the 13.2 acre Parcel 6B and 6C is still approved for development of Parcel 6B as a 2.5-acre stormwater treatment pond site and the Remainder of Parcel 6C as a 8.79 acre commercial development site. The Parcel 6B and 6C Remainder land area contains a total of 11.29 acres.

The property owner reported to the appraiser that they will be seeking approval for development of 100,000 square feet of flex space and a 5,000 square foot gas station pad on the Larger Parcel A Remainder. Larger Parcel A (Parcel 6B and 6C) Remainder is entitled for the same 150,000 square feet as Before conveyance of the 2.79 acres to the City for right of way. Per the original development order, automobile service stations were only permitted on Parcel 1 and 3. Thus, it remains unknown at this time what commercial uses will be applied for and approved for development of the 11.20-acre Larger Parcel A Remainder.

Larger Parcel B contains 15.70 acres of land area and was originally entitled for development with 378 multi-family dwelling units. Larger Parcel B is identified on the current development plan for The Ridge as Parcel 6A. After the developer of The Ridge and the City of Apopka entered into an agreement that allows for conveyance of the 2.79 acres of land area that will be needed as right of way for improvement of the Binion Road and Boy Scout Road Intersection that is necessitated by construction of the new SR 429 / Binion Road Interchange, the Parcel 6A Remainder was approved for development with 304 multi-family dwelling units with 74 of the 378 multi-family units originally allocated to Parcel 6 being reallocated to Parcel 3 of The Ridge development.

Since the Remainder of Larger Parcel A retains the entitlements to be developed with the same 150,000 square feet of commercial building area as before conveyance to the City of the 2.79 acres for right of way, and the Larger Parcel B Remainder had 74 of the originally approved

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES: (continued)

378 multi-family units allocated to Parcel 3 of The Ridge development and is approved for development of 304 multi-family units, there has not been any reduction in the original entitlements for development of The Ridge master-planned development resulting from conveyance of 2.79 acres to the City of Apopka for utilization as road right of way. Therefore, the entitlements that were originally associated with the right of way area that the developer has agreed to convey to the City have either been reassigned within The Ridge development (74 multi-family units to Parcel 3) or remain as originally approved (150,000 square feet of building area on Parcels 6B and the Remainder of 6C).

Prior to the City and the developer entering into an agreement that allows for designation of that land area which is required to be right of way to accommodate the modifications to the Binion Road and Boy Scout Road Intersection which are necessitated by the new SR 429 / Binion Road Interchange, the site development plan for Parcel 6 allowed for development of 378 apartment units and 150,000 square feet of commercial space. To avoid a reduction in the 150,000 square feet of developable commercial space and 378 apartment units that were originally planned for development on Parcel 6 resulting from the conveyance of the 2.79 acres to the City, modification of the Development Agreement for The Ridge was approved by the City.

The land area that comprises Parcels 6B and 6C of The Ridge Planned Development, which was originally approved for development of 150,000 square feet of commercial building area on the west 13.2 acres of Parcel 6, has been approved for development of 150,000 square feet of commercial space on the 11.29-acre Remainder land areas of Parcels 6B and 6C. Parcel 6B will remain a 2.5-acre stormwater tract, and when combined with the 8.79 acres Remainder of Parcel 6C that is not part of the 1.91 acre right of way portion of Parcel 6 that is to be conveyed to the City, the result is a Remainder commercial portion of Parcel 6 containing 11.29 acres (8.79 acres plus 2.5 acres). Thus, the conveyance of the 1.91 acres of Parcel 6C to the City for road right of way has not resulted in a reduction in the rights allowed for development of 150,000 square feet of commercial building space on the Remainder of Parcel 6C.

The 15.7-acre land area that comprised Parcel 6A of The Ridge Planned Development was originally approved for development of 378 multi-family apartment units. The 14.60 Remainder of Parcel 6A has been approved for development of 304 multi-family units, with 74 of the multi-family units that were originally allocated to Parcel 6 having been reallocated to Parcel 3. Parcel 3 was originally approved for development of 300 multi-family units and is currently approved for development of 374 multi-family units. Thus, the conveyance of 1.1 acres of Parcel 6A to the City for road right of way has not resulted in a reduction in the original development rights for The Ridge that allowed for development of 678 multi-family units. After conveyance of the right of way, the Remainder of Parcel 6A is allowed for development of 304 multi-family units and Parcel 3 is allowed for development of 374 multi-family units, which results in the same 678 apartment units as originally approved for The Ridge Development.

Per the Planned Development Agreement for The Ridge, apartments are to be luxury apartments containing the following amenity features: (1) balconies/porches; (2) resort-style swimming pool; (3) recreational clubhouse; (4) washer and dryer in each apartment.

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES: (continued)

Larger Parcel A contains 13.2 acres and is identified on the current approved site development plan as Parcel 6B (2.5 acres) and Parcel 6C (10.7 acres). Parcel 6B is a 2.5-acre stormwater treatment site. Parcel 6C contains 10.7 acres of which the south 8.79 acres is approved for commercial development of 150,000 square feet of building area and the north 1.91 acres is designated for road right of way.

Larger Parcel B contains 15.70 acres and is identified on the current approved site development plan as Parcel 6A. The south 14.6 acres of Parcel 6A will be utilized for development of a 304-unit multi-family apartment complex, and the north 1.1 acres of Parcel 6A is designated for road right of way. The northern 0.70-acre portion of the 14.6 acres will be utilized for stormwater treatment ponds.

Existing Use:

Both Larger Parcels A and B are currently vacant with site preparations for development with commercial and multi-family uses having commenced.

Land Size: According to the Master Site Plan, Parcel 6, The Ridge PD, Larger Parcel A (Parcels 6B and 6C) contains 13.20 acres and Larger Parcel B (Parcel 6A) contains 15.70 acres.

Shape: Larger Parcel A is slightly irregular in shape and Larger Parcel B is rectangular in shape.

Dimensions: The reader is directed to the parcel sketches that are provided in this report.

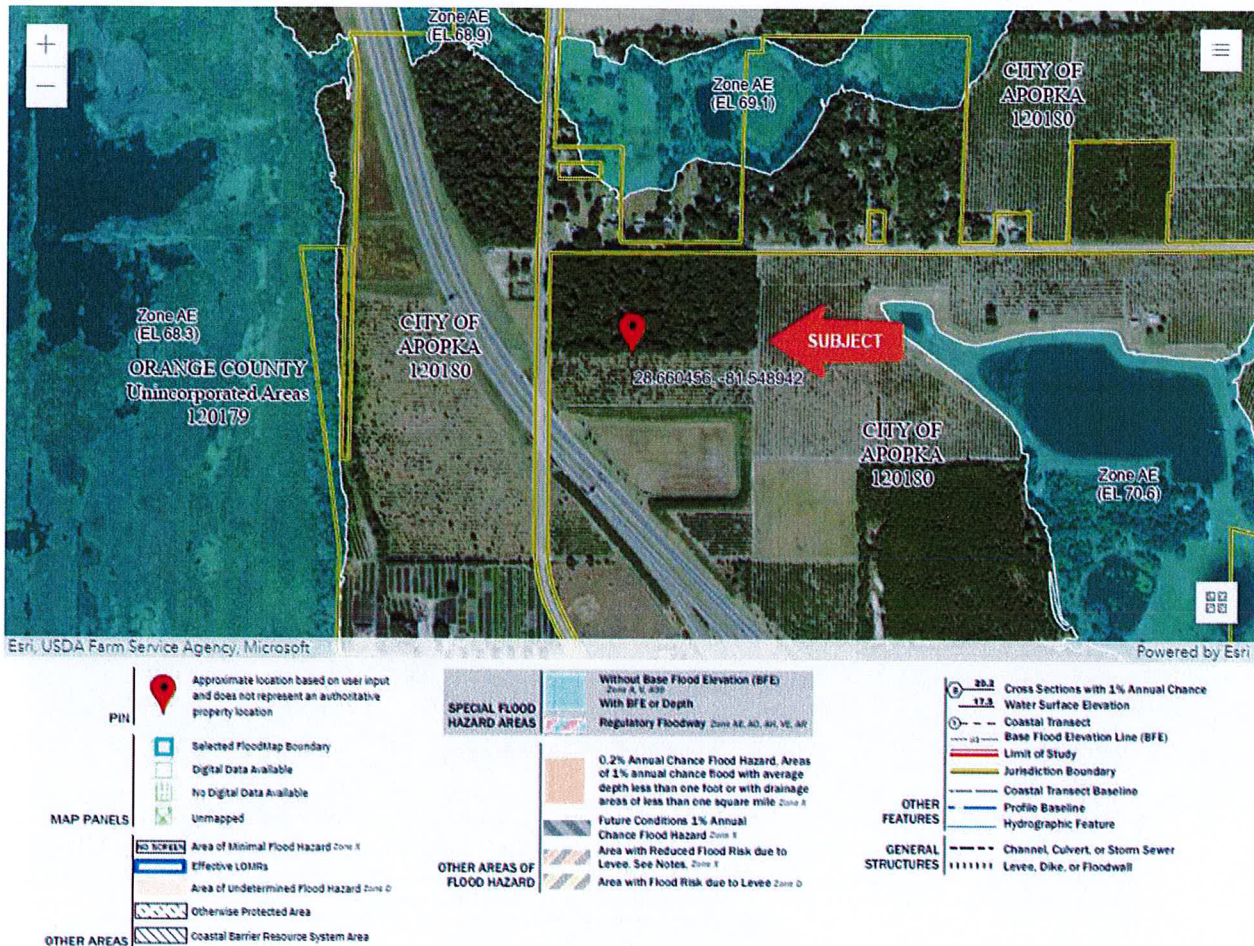
Ingress/Egress: As depicted on the Parcel 6 Master Site Plan, Larger Parcel A will have one access driveway connection along Boy Scout Road and one access driveway connection along South Binion Road. Larger B will have one access driveway connection on both Boy Scout Road and Lake Bronson Drive.

Topography: The subject property appears to be generally level and according to the US Fish & Wildlife Service, National Wetland Inventory, there are no wetlands on the subject property. Inspection of the subject property revealed substantial grading was underway that will alter the elevations and contours that existed on the site prior to development.

Drainage: Inspection of the subject site did not indicate any apparent drainage problems. When developed, each larger parcel will be improved with on-site water retention areas.

DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES: (continued)

Flood Plain Data: According to the FEMA, Flood Insurance Rate Map, Community Panel Number 12095C0120H dated September 24, 2021, the subject property is located in Flood Zone X. Zone X is an area of minimal flood hazard and an area outside the 500-year flood level.



DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES: (continued)

Soil: Soil surveys are utilized to determine soil limitations that affect various land uses and provide information about the properties of the soils which influence potential development. Soils occur in an orderly pattern related to the geology, landforms, relief, climate and natural vegetation of the area. According to the US Department of Agriculture, Natural Resources Soil Conservation Service (NRCS), the subject's underlying soils consist of Candler-Apopka fine sands within the north portion of the site with the south portion of the site having Tavares-Millhopper fine sands. These soil types are typical for the area and are suitable for various types of development. The approximate soil locations are shown on the following map.



DESCRIPTION OF PROPERTY, PHOTOGRAPHS AND SKETCHES: (continued)

Utilities Available: All necessary public utilities, including water and sewer, are available to the property.

Site Improvements: As discussed, this appraisal is for the underlying land only and any site improvements will not be discussed or valued.

Easements, Encroachments and Restrictions: According to the last deeds of record and the Master Site Plan for the subject Larger Parcels, there are no easements located within the proposed acquisition area.

Building Improvements: As of the date of inspection, there are no permanent building improvements located on the subject property.

Other: None applicable.

PHOTOGRAPHS



(1) View of Subject Looking North along West Property Line.
Photograph taken on December 10, 2023, by Edwin R. Barfield



(2) View of Subject Looking East from West Property Line.
Photograph taken on December 10, 2023, by Edwin R. Barfield

PHOTOGRAPHS (Continued)



(3) View of Subject Looking Northeast along West Property Line.
Photograph taken on December 10, 2023, by Edwin R. Barfield



(4) View of South Binion Road Looking South along West Side of Subject.
Photograph taken on December 10, 2023, by Edwin R. Barfield

PHOTOGRAPHS (Continued)



(5) View of Subject Looking Southeast from Northwest Corner of Subject.
Photograph taken on December 10, 2023, by Edwin R. Barfield



(6) View of Subject Looking East along Boy Scout Road from Northwest Corner of Subject.
Photograph taken on December 10, 2023, by Edwin R. Barfield

PHOTOGRAPHS (Continued)



(7) View of Subject Looking East from Approximate Center of Subject along Boy Scout Road.
Photograph taken on December 10, 2023, by Edwin R. Barfield



(8) View of Subject Looking East along Boy Scout Road from Western frontage of Subject.
Photograph taken on December 10, 2023, by Edwin R. Barfield

PHOTOGRAPHS (Continued)



(9) View of Subject Looking Southwest from Approximate Center of Subject along Boy Scout Road.
Photograph taken on December 10, 2023, by Edwin R. Barfield



(10) View of Subject Looking West along Boy Scout Road from Bronson Lake Drive.
Photograph taken on December 10, 2023, by Edwin R. Barfield

EXISTING TRANSPORTATION FACILITY DESCRIPTION:

The subject has frontage along the east side of South Binion Road and the south side of Boy Scout Road. At the northwest corner of Larger Parcel A, Boy Scout Road and South Binion Road is currently a T-intersection with dedicated east-bound turn lanes on Binion Road, and a south-bound dedicated turn lane on Boy Scout Road. Both roadways have two asphalt paved lanes and are considered local connector roadways.

PROPOSED TRANSPORTATION FACILITY DESCRIPTION:

The alignment of Boy Scout Road will be shifted to the south so that at its intersection with Binion Road it will align with the SR 429 on and off-ramps which will be located on the west side of Binion Road. The new full-plus intersection of realigned Boy Scout Road with Binion Road and the new half interchange ramps (northbound on-ramp and southbound off-ramp) is proposed to be either signalized or a roundabout. It is the appraiser's understanding that the determination for signalization or a roundabout at this new interchange/intersection will be made by the Central Florida Expressway Authority during the design of the Interchange Project.

The intersection improvements are needed to accommodate the planned SR 429 Expressway half interchange connection from Binion Road to SR 429. This new interchange will provide enhanced access and mobility to the southwest Apopka area. Once open, this interchange will avoid the current requirement for vehicles to travel approximately three miles north to just north of US 441 at the SR 429 Connector Road interchange, or to travel approximately three miles south to the interchange at Ocoee Apopka Road to exit or enter SR 429. In addition, this interchange will provide improved emergency vehicle access to the hospital, support economic development and improve connectivity to those areas to the north (Mount Dora, Eustis and Tavares).

The current T-intersection of Binion Road and Boy Scout Road only requires vehicles at the western terminus of Boy Scout Road to stop at the Stop sign. The new realigned intersection will create a safer intersection at Binion Road, Boy Scout Road and the SR 429 Interchange Ramps. The roundabout alternative has fewer conflict points and is considered safer than the signalized alternative, but the signalized intersection was identified in the PIER as the preferred alternative. The roundabout alternative could still be considered during this project's design phase.

For the signalized intersection alternative, dedicated left and right turn lanes are proposed to be provided for the Boy Scout Road approach. Both the Binion Road approaches and the SR 429 off-ramp approach will have dedicated left turn lanes. This alternative will have striped and signalized pedestrian crossings, along with the ability to add sidewalks as future development occurs. The estimated cost for this alternative is \$28.9 Million.

For the roundabout alternative, a single-lane roundabout with a 148-foot inscribed circle diameter and 18-foot roadway width was evaluated. Binion Road will use the north and south legs of the roundabout, with Boy Scout Road using the east leg and the SR 429 on/off ramps

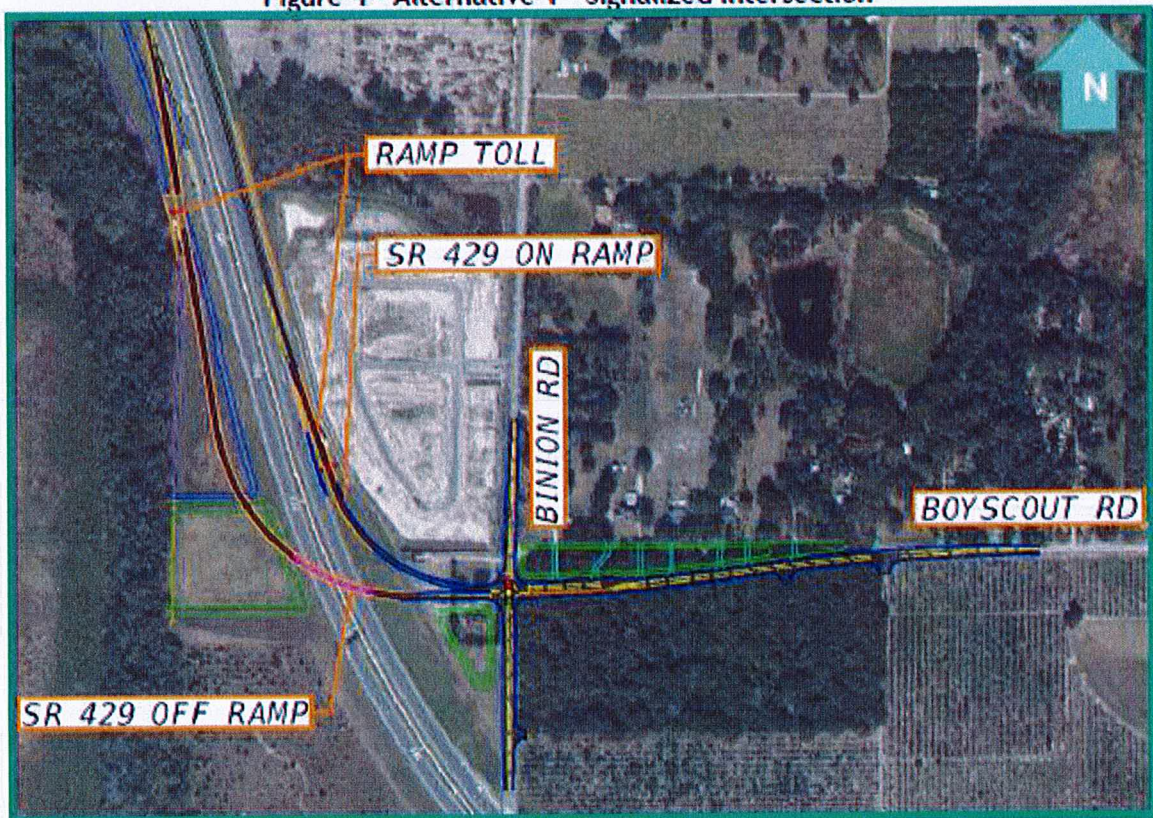
PROPOSED TRANSPORTATION FACILITY DESCRIPTION (Continued):

utilizing the western leg. A slip-lane is recommended for the SR 429 off-ramp to provide free-flow access to southbound Binion Road and mitigation of traffic backups onto SR 419. The estimated cost for this alternative is \$28.1 Million.

Stormwater treatment ponds are proposed to be located at the southwest and northeast quadrants of the new intersection, with the existing Boy Scout Road right of way and a portion of the 2.79 acres that is to be conveyed to the City will be utilized for the northeast quadrant stormwater treatment pond system.

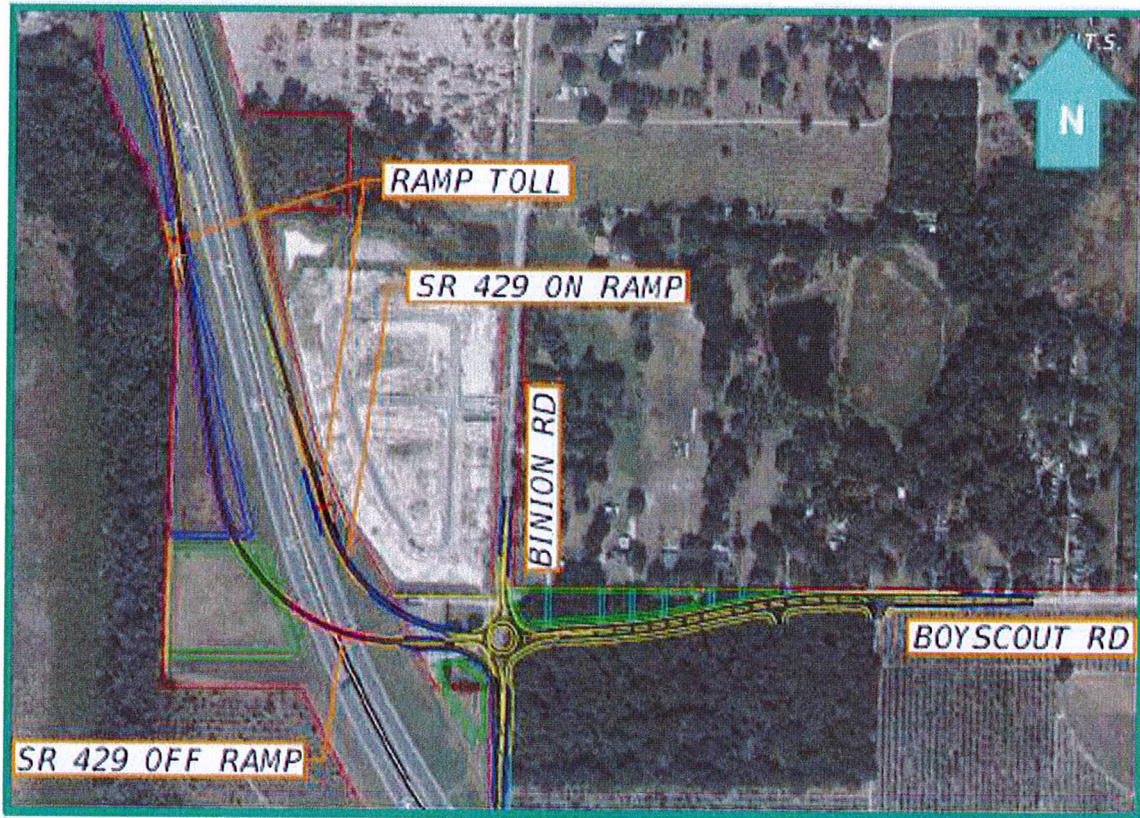
Following are aerial exhibits with these two interchange/intersection alternatives depicted.

Figure 4 - Alternative 1 - Signalized Intersection



PROPOSED TRANSPORTATION FACILITY DESCRIPTION (Continued):

Figure 5 - Alternative 2 - Roundabout Intersection



ZONING & LAND USE PLAN:

Zoning – The subject property is zoned PD, Planned Development district by the City of Apopka. The Planned Development (PD) district is intended to facilitate various development types, and combinations thereof, that may be difficult to achieve under conventional zoning regulations. Examples of development concepts that may be appropriate for PD zoning include, but are not limited to, enhanced protection of natural resource areas, mixed use or transit-oriented development, and infill development or redevelopment. The subject property is part of the The Ridge at Lake Bronson Planned Development. The subject abbreviated parent tract is located on Parcel 6, which was approved for development of 150,000 square feet of commercial development on the 13.20 acres of Larger Parcel A and 378 multi-family units on the 15.70 acres of Larger Parcel B.

Future Land Use – The subject property has a future land use Mixed Use, allowing for commercial and multi-family development by the City of Apopka.

The existing zoning designation and future land use classification are compatible.

ASSESSED VALUE, TAXES AND SPECIAL ASSESSMENTS:

The subject property is identified by three tax parcels per the Orange County Property Appraiser records. The assessment and taxes are as follows:

Larger Parcel A:

Tax ID No.:	18-21-28-0000-00-014
Land Value (Market):	\$1,591,000
Building Value:	\$ 0
Extra Features Value:	<u>\$ 0</u>
Just/Market Value:	\$1,591,000
Exemptions:	<u>\$ 0</u>
Assessed Value:	\$1,591,000
Total Gross Taxes:	\$24,851.47

The 2023 taxes were paid on November 17, 2023, in the amount of \$23,857.41 with a discount for early payment. There are no delinquent taxes.

Tax ID No.:	18-21-28-0000-00-013
Land Value (Market):	\$1,428,200
Building Value:	\$ 0
Extra Features Value:	<u>\$ 0</u>
Just/Market Value:	\$1,428,200
Exemptions:	<u>\$1,409,672</u>
Assessed Value:	\$ 18,528
Total Gross Taxes:	\$324.99

The 2023 taxes were paid on November 17, 2023 in the amount of \$311.99 with a discount for early payment. There are no delinquent taxes.

Tax ID No.:	18-21-28-0000-00-102
Land Value (Market):	\$8,200
Building Value:	\$ 0
Extra Features Value:	<u>\$ 0</u>
Just/Market Value:	\$8,200
Exemptions:	<u>\$ 0</u>
Assessed Value:	\$8,200
Total Gross Taxes:	\$163.89

The 2023 taxes were paid on November 17, 2023, in the amount of \$157.33 with a discount for early payment. There are no delinquent taxes.

ASSESSED VALUE, TAXES AND SPECIAL ASSESSMENTS (continued)::

Larger Parcel B:

Tax ID No.:	18-21-28-0000-00-104
Land Value (Market):	\$2,902,650
Building Value:	\$ 0
Extra Features Value:	\$ 0
Just/Market Value:	\$2,902,650
Exemptions:	<u>\$2,902,650</u>
Assessed Value:	\$2,902,650
Total Gross Taxes:	\$45,309.80

The 2023 taxes were paid on November 17, 2023, in the amount of \$43,497.41 with a discount for early payment. There are no delinquent taxes.

As will be seen in the forthcoming analysis, the total assessed value for the land is lower than the concluded value for the Parcel 6 land area. The Orange County Property Appraiser uses mass appraisal techniques to value property for assessments. For this appraisal assignment, current market data was used to value Parcel 6 the subject property's Larger Parcels A and B.

HISTORY OF PROPERTY:

Per information from the Orange County Property Appraiser, the most recent deed of transfer for the subject property is as follows:

Parcel 6 (Larger Parcels A and B) were included in the land area purchased by Apopka Centerline Development, LLC from Troy South Bronson Family Limited Partnership and Binion Partners, LLC on December 8, 2021, for a recorded purchase price of \$15,038,800 as recorded by Document # 20210778846. The legal description for this purchase included 144.46 acres of land area and is part of The Ridge at Bronson Lake PD. Larger Parcel B (Multi-Family) was transferred from Apopka Centerline Development, LLC to Apopka Development Opportunity, LLC for a purchase price of \$100 as recorded in Document # 20220764518. This was an internal transfer between two related entities.

There have been no other market-oriented transfers of the subject property in the past five years and to the best of the appraiser's knowledge the property is not under contract or listed for sale.

EXPOSURE TIME:

For this analysis we have reviewed various sales within the subject and competing neighborhoods, as well as interviewed area brokers and market participants. It is the appraiser's opinion that the required exposure time would be approximately one year prior to the effective date of this appraisal.

PUBLIC AND PRIVATE RESTRICTIONS:

The appraiser is not aware of any public or private restrictions affecting the subject property that would impact the utility or marketability of the subject either before or after conveyance of the 2.79 acres to the City for utilization as right of way.

HIGHEST AND BEST USE ANALYSIS:

Highest and best use is defined as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

[Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th Edition, (Chicago, Illinois; Appraisal Institute 2022), Page 88]

An improved property is to be analyzed both as vacant and as improved with regards to its highest and best use. The subject is a vacant tract and only the Highest and Best Use as if Vacant will be discussed in this appraisal report. The highest and best use should be legally permissible, physically possible, financially feasible and maximally productive. Each of these factors will be discussed in relationship to the subject property in the following analysis.

Physically Possible

As previously discussed, for the purposes of this report, Parcel 6 of The Ridge PD is the abbreviated subject property and it is comprised of Larger Parcel A and Larger Parcel B.

Larger Parcel A is located at the southeast corner of South Binion Road and Boy Scout Road in the city limits of Apopka. The site has approximately 600 feet of frontage along the south side of Boy Scout Road and 890 feet of frontage along the east side of South Binion Road. According to the Master Site Plan, Larger Parcel A (Parcels 6B and 6C) contains 13.20 acres of land area, all of which is considered usable with no drainage problems apparent. Access will be provided by one driveway connection along Boy Scout Road and one driveway connection along South Binion Road. All utilities are available to the site including public water and sewer services. Reference is made to the "Description of Property" section of this report, which describes the land area, shape, boundary dimensions, access, topography, flood hazard data, drainage, soils, environmental hazards and utilities for the subject tract. From a physical view point this portion of Parcel 6 has sufficient size, shape and other physical characteristics suitable for development with many types of uses.

Larger Parcel B is located along the south side of Boy Scout Road, approximately 600 feet east of South Binion Road in the city limits of Apopka. The site has approximately 715 feet of effective frontage along the south side of Boy Scout Road and approximately 960 feet of effective frontage along the west side of proposed Bronson Lake Drive. According to the Master Site Plan, Larger Parcel B (Parcel 6A) contains 15.70 acres of land area, all of which is considered usable with no drainage problems apparent. Access will be provided by one

HIGHEST AND BEST USE ANALYSES (continued):

driveway connection along Boy Scout Road and one driveway connection along Bronson Lake Drive. All utilities are available to the site including public water and sewer services. Reference is made to the "Description of Property" section of this report, which describes the land area, shape, boundary dimensions, access, topography, flood hazard data, drainage, soils, environmental hazards and utilities for the subject tract. From a physical view point this portion of Parcel 6 has sufficient size, shape and other physical characteristics suitable for development with many types of uses.

As discussed above, Parcel 6 possesses physically characteristics that are suitable for development of many types of uses.

Legal Permissible

Parcel 6 is zoned PD, Planned Development and has a future land use of Mixed Use by the City of Apopka. Larger Parcels A and B are located within Parcel 6 of The Ridge at Bronson Lake Planned Development. According to the Parcel 6 Master Site Plan and Site Data (C-2.1) Plan, Larger Parcel A was originally approved for development of 150,000 square feet of commercial space and Larger Parcel B was approved for development of 378 multi-family apartment homes.

After the City and the developer entered into an agreement that allows for designation of that land area which is required to be right of way to accommodate the modifications to the Binion Road and Boy Scout Road Intersection which are necessitated by the new SR 429 / Binion Road Interchange, the City approved modification of the site development plan for Parcel 6. That modification allows for development of 304 apartment units on the remainder of Larger Parcel B (the remainder of Parcel 6A of The Ridge PD) along with the assignment of 74 apartment units from Parcel 6 to Parcel 3 of The Ridge PD, and for development of 150,000 square feet of commercial space on the Remainder of Larger Parcel A (Parcel 6B and the Remainder of Parcel 6C of The Ridge PD) after conveyance of the 2.79 acres to the City for utilization as right of way.

This modification of The Ridge PD was approved to avoid a reduction in the 150,000 square feet of developable commercial space and the 378 apartment units that were originally approved for development on Parcel 6 resulting from conveyance of the 2.79 acres to the City for utilization as right of way.

Thus, Parcel 6 is legally entitled for a mixed-use development of commercial and multi-family uses.

Financially Feasible

The predominant uses in the area are residential in nature consisting of single-family residential subdivision and multifamily apartments. Commercial uses are mostly located at major intersections with industrial uses permitted mostly east and north of the subject site. Based upon the surrounding uses, it is the appraiser's opinion that the financially feasible uses for Parcel 6 the subject larger parcels "as if vacant" would be for their permitted uses for commercial and multi-family development consistent with the multi-family and commercial

HIGHEST AND BEST USE ANALYSES (continued):

uses that have been approved for development of Parcel 6 both before and after conveyance of the 2.79 acres to the City for right of way utilization.

Maximally Productive

After reviewing the subject's physical features, legally permitted uses which includes the future land use designation and The Ridge planned development entitlements, and with consideration given to the economics influencing this area, it is the appraiser's opinion that the maximally productive use of the subject site "as if vacant" is for mixed-use development of Parcel 6 with commercial and multi-family apartment uses. This conclusion is also subject to the Qualifying and Limiting Conditions which are described herein.

HIGHEST AND BEST USE CONCLUSION FOR LAND AS VACANT:

The highest and best use of Parcel 6 "as if vacant" is for a mixed-use development of commercial and multi-family apartment uses consistent with the current Parcel 6 development entitlements.

APPROACHES TO VALUE USED AND EXCLUDED:

As discussed in the previous section, the highest and best use of Parcel 6 "as if vacant" is for mixed-use development of commercial and multi-family uses. For valuing the land "as if vacant", the Sales Comparison Approach methodology has been used in the analysis. This is the preferred method of valuing land when comparable sales are available allowing sales comparison to be directly applied to the subject land. The Cost and Income Approach are not considered appropriate to value the land "as if vacant".

ESTIMATE OF LAND VALUE

The Sales Comparison Approach is defined as the process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.

[Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th Edition (Chicago: Appraisal Institute, 2022), Page 170]

The Sales Comparison Approach utilizes the following methodology:

1. Locate properties that are similar to the subject that have recently sold.
2. Examine the conditions of the sale to include the bonafide nature, motivating forces, and terms of each transaction.
3. Compare each sale property to the subject to judge for any dissimilarities and their effect on the transaction.
4. Formulate a conclusion concerning the value of the subject property based upon the sales data.

Not all property transactions investigated by the appraiser will be used to form a value conclusion. A properly qualified, comparable sale need not be identical to the subject but should have the same highest and best use, should be physically similar to the subject in the factors affecting value, should be a recent transaction and should be a bonafide, arm's length transaction.

In summary, the comparable sale properties should conform to the market value definition and should be in the same market as the subject property. The appraiser typically uses the Sales Comparison Approach to value vacant land. The Sales Comparison Approach is considered to be the preferred method of valuing land when comparable sales are available, thus, allowing sales comparison to be directly applied to the land valuation.

The Sales Comparison Approach is based upon the economic Principle of Substitution; that a buyer will pay no more for a property than the cost of acquiring one of equal attractiveness or utility. Because the value of a property tends to be established by the prices of similar properties, the market value of a property is estimated by observing the selling prices of other similar properties that have previously sold in the marketplace.

The reliability of this technique is dependent upon the degree of comparability of each sale to the subject, market conditions at the time of sale, verification of pertinent data, and the absence of unusual conditions that influence the sale. Based upon conversations with market participants, the size of the subject property and its highest and best use, it was determined that the appropriate unit of measurement for Parcel 6 was the price per square foot. Therefore, the following land sales and valuation analysis follows market practice and will be viewed accordingly.

ESTIMATE OF LAND VALUE: (continued)

A market search was conducted for sales of vacant sites sufficiently similar to the subject properties in highest and best use and overall characteristics. The subject neighborhood and surrounding competing neighborhoods were researched for vacant land sales with similar characteristics.

As previously discussed, to avoid a reduction of the original Parcel 6 development entitlements of 150,000 square feet of commercial building area and 378 apartment units that were allocated to Parcel 6 as a result of conveyance of the 2.79 acres to the City for right of way utilization, 150,000 square feet of commercial building area has been allocated to the Remainder of Larger Parcel A (Parcel 6B and the Remainder of Parcel 6C of The Ridge PD) along with 304 multi-family units being allocated to the Remainder of Larger Parcel B (the Remainder of Parcel 6A of The Ridge PD) and 74 apartment units allocated to Parcel 3 of The Ridge PD. These reallocations of the Parcel 6 development entitlements to the Remainder of Parcel 6 and to Parcel 3 prevents a reduction or loss in the development entitlements that were allocated to Parcel 6 before the City and the developer entered into an agreement for conveyance of the area that is to be utilized for road and drainage right of way purposes. The land area that is to be conveyed to the City for utilization as right of way contains 2.79 acres, and this 2.79 acres does not have any development entitlements since the development entitlements have been reallocated to the Remainder of Parcel 6 and to Parcel 3 of The Ridge PD. Thus, sales of mixed-use properties which do not possess entitlements will be utilized for direct comparison with Parcel 6 which contains 28.9 acres of land area.

The appraiser was able to locate three sales of mixed-use properties that are sufficiently similar to Parcel 6 as unentitled. These sales are considered to be the best sales available and are used to estimate the land value of Parcel 6 as unentitled. The unadjusted range in values for these sales was from \$4.76 to \$7.11 per square foot of net land area. These three sales will be discussed and compared to Parcel 6 as unentitled on the following pages.

Sale 20230653303 is located at the southeast corner of West Keene Road and Ocoee-Apopka Road, in the City of Apopka, Orange County, Florida. According to the Orange County Property Appraiser records, the site is addressed as 1700 W. Keene Road, Apopka, Florida. On November 8, 2023, M.L. Carter Services, Inc., Trustee of the Carter-Keene Road Land Trust sold this property to LCE 13, LLC for a sales price of \$2,680,500. The property has 402.19 feet of frontage along the south side of West Keene Road and 1,390.92 feet along the east side of Ocoee-Apopka Road and is slightly irregular in shape. The site was generally level, near road grade with a wetland area in the southeast corner of the site. The site contains 18.80 acres of gross land area with 8.66 acres of net land area. All public utilities are available to this property including electric, telephone, public water and sewer service. The site was purchased for future retail development. The sales price of \$2,680,500 reflects a unit value of \$7.11 per square foot of net land area.

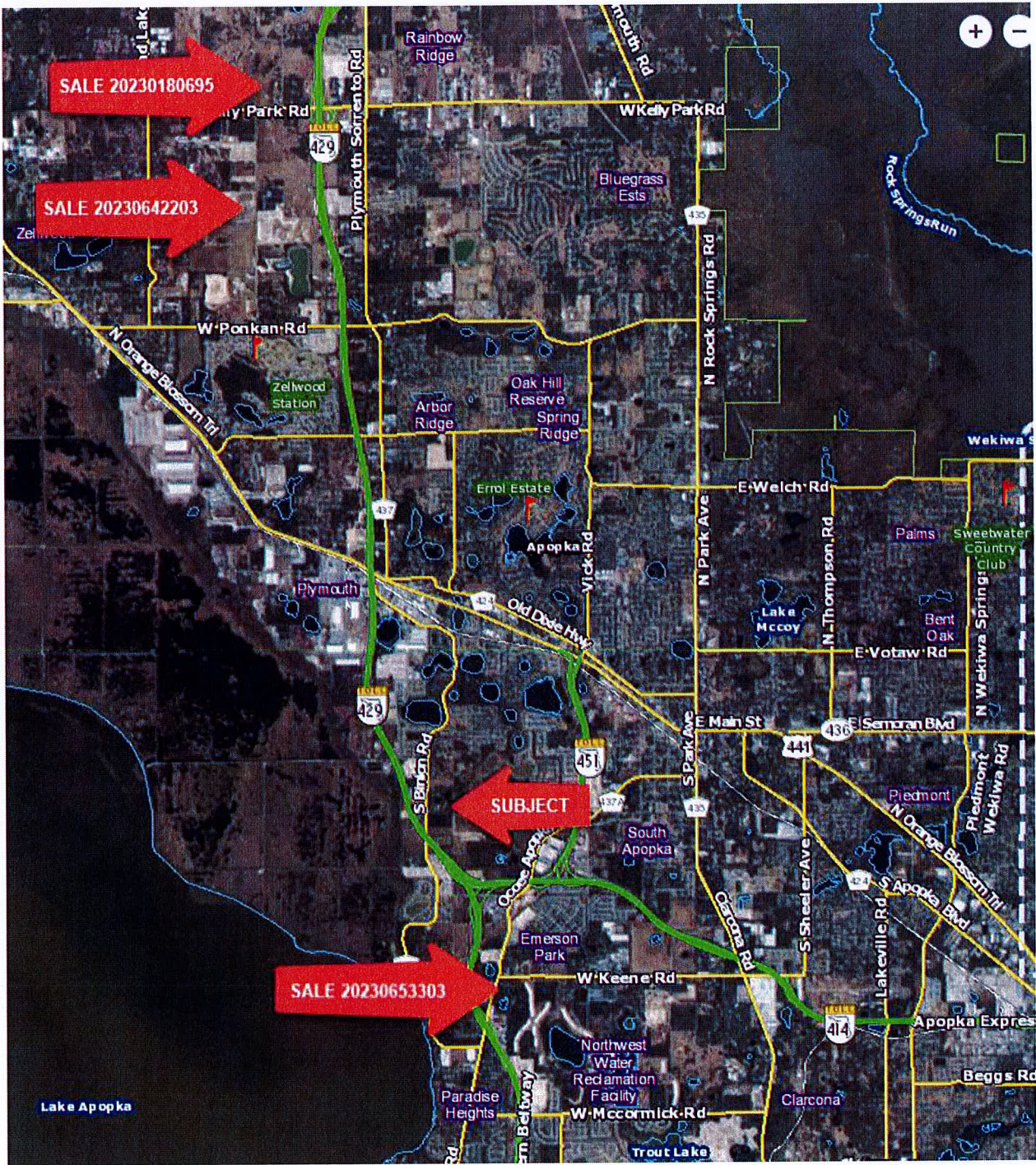
ESTIMATE OF LAND VALUE: (continued)

Sale 20230642203 is located along the east side of Golden Gem Road, approximately 4,000 feet south of West Kelly Park Road, in the City of Apopka, Orange County, Florida. According to the Orange County Property Appraiser records, the site is addressed as 4101 Golden Gem Road, Apopka, Florida. On October 2, 2023, Francois P. Breney sold this site to Kelly Park VB Development, LLC for a sales price of \$4,240,000. The property has 675 feet of frontage along the east side of Golden Gem Road with a depth of 1,320 feet and is rectangular in shape. The site was generally level, near road grade with 20.46 acres of all usable upland area. The site was purchased as part of the assemblage for the Wylde Oaks mixed use development. All public utilities are available to this property including electric, telephone, public water and sewer service. The site was purchased for future mixed-use development. The sales price of \$4,240,000 reflects a unit value of \$4.76 per square foot of net land area.

Sale 20230180695 is located along the north side of Kelly Park Road at its intersection with Golden Gem Road, in the City of Apopka, Orange County, Florida. According to the Orange County Property Appraiser records, the site is addressed as 3951 W. Kelly Park Road, Apopka, Florida. The site was purchased in two separate deeds between the same grantor, Ward Family Partners, LLLP, and grantee, Golden Gem Investments, LLC. The deeds were dated March 29, 2023, with a purchase price of \$6,180,000 and August 15, 2023, with a purchase price of \$7,381,400. The combined purchase price is \$13,561,400. The property has approximately 1,220.56 feet of frontage along the north side of Kelly Park Road and 15 feet of frontage along the west side of Effie Drive and is slightly irregular in shape. The site was generally level, near road grade with wetland area in the north portion of the site. The site contains 61.01 acres of gross land area with 58.82 acres of net land area. All public utilities are available to this property including electric, telephone, public water and sewer service. The site was purchased for future mixed-use development of commercial and multi-family uses. The sales price of \$13,561,400 reflects a unit value of \$5.29 per square foot of net land area.

The following pages include a land sales location map, market data grid for these sale properties in comparison to the subject and the Explanation of Adjustments.

Land Sales Location Map



CFX Interchange at Binion Road
Orange County, FL

MARKET DATA GRID

	SUBJECT	SALE 20230653303	SALE 20230642203	SALE 20230180695
Grantor/Grantee		M.L.Carter, Trustee/ LCE 13, LLC	Brenay/Kelly Park VB Devel. LLC	Ward Family Ptnrs. LLLP/Golden Gem Inv. LLC
Property Rights		Fee Simple	Fee Simple	Fee Simple
Financing Terms		Cash Equivalent	Cash Equivalent	Cash Equivalent
Adjustment				
Conditions of Sale	Normal/Market	Typical	Typical	Typical
Adjustment		Similar	Similar	Similar
Sale Price		\$2,680,500	\$4,240,000	\$13,561,400
Date of Sale	December 10, 2023	November 8, 2023	October 2, 2023	March 29, 2023
Adjustment		--	--	--
Adj. Sale Price		\$2,680,500	\$4,240,000	\$13,561,400
Adj. SP/SF		\$7.11/SF, net	\$4.76/SF, net	\$5.29/SF, net
Location	SEC Boy Scout Rd. & S. Binion Rd., Apopka	SEC Ocoee-Apopka Rd. & W. Keene Rd., Apopka	E/S Golden Gem Rd., Apopka	N/S Kelly Park Rd. @ Golden Gem Rd.
Adjustment		Similar	Similar	Similar
Size	28.90 AC, net	8.66 AC, net	20.46 AC, net	58.82 AC, net
Adjustment		Sltly. Superior	Similar	Similar
Zoning/FLU	PD/Mixed Use	Office/Office	MU-VC-KPI Village Center/Mixed Use	MU-VC-KPI Village Center/Mixed Use
Adjustment		Similar	Similar	Similar
HBU	Mixed Use Devel.	Comm. Devel.	Mixed Use Devel.	Mixed Use Devel.
Adjustment		Sltly. Superior	Similar	Similar
Corner/Intersection	Yes	Yes	No	Yes
Adjustment		Similar	Sltly. Inferior	Similar
Signalized Intersection	No	No	No	No
Adjustment		Similar	Similar	Similar
Shape	Rectangular	Sltly. Irregular	Rectangular	Sltly. Irregular
Adjustment		Sltly. Inferior	Similar	Sltly. Inferior
Topography	Level	Level	Level	Level
Adjustment		Similar	Similar	Similar
Utilities	E, T, W, S	E, T, W, S	E, T, W, S	E, T, W, S
Adjustment		Similar	Similar	Similar
Overall Comparison		Sltly. Superior	Sltly. Inferior	Sltly. Inferior

ESTIMATE OF LAND VALUE: (continued)

Adjustments - The elements of comparison for the sales used to value the subject property will be discussed below. Any dissimilarities between the sales and the subject will be addressed accordingly. The comparable sales were transfers of the fee simple interest and were arm's length transactions. Thus, no adjustments for these elements of comparison are considered appropriate.

Property Rights - The comparable sales were transfers of the fee simple interest and are similar to the subject in this characteristic.

Financing Terms - All of the sales were cash to seller transactions and are similar to the subject in this characteristic.

Conditions of Sale – The three sales were considered normal arm's length transactions and are similar to the subject in this characteristic.

Date of Sale (Market Conditions) – The sales relied upon occurred from March 29, 2023, to November 8, 2023. An analysis of the comparable sales used did not indicate a specific trend in value change over the time period studied. These sales are considered current market sales for the subject and no adjustment was considered to be applicable.

Location – The subject is located within a growing area of the City of Apopka in northwest Orange County, Florida. All three sales are located within the same northwest Orange County area and are considered similar to the subject.

Size – The subject contains 28.90 acres and the sales range from 8.66 acres to 58.82 acres of net land area. Sale 20230653303 is considered slightly superior to the subject with the remaining two sales being considered similar to the subject.

Zoning/FLU - The subject property is zoned PD, Planned Development and has a future land use of Mixed Use by the City of Apopka. Sale 20230653303 had a zoning and future land use of Office. The Grantor for this sale verified the zoning and land use designations were in place at the date of sale to permit retail commercial uses. The two remaining sales were similar to the subject in zoning and future land use designations.

Highest and Best Use- The subject has a highest best use for mixed use development with commercial and multi-family development. Sale 20230653303 has a highest a best use for commercial development and is considered slightly superior to the subject. The remaining two sales are considered similar to the subject with highest and best uses for mixed use development.

ESTIMATE OF LAND VALUE: (continued)

Corner – The subject is located at the southeast corner of Boy Scout Road and South Binion Road and is similar to Sale 20230653303. Sale 20230642203 is an interior site and is considered slightly inferior to the subject. Sale 20230180695 is located along the north side of Kelly Park Road at its intersection with Golden Gem Road with frontage along Effie Drive and is considered similar to the subject.

Signalized Intersection – The subject and the three sales are not located at a signalized intersection and are considered similar.

Shape – The subject is rectangular in shape and is similar to Sale 20230642203 in this characteristic. The remaining two sales are slightly irregular in shape and are considered slightly inferior to the subject.

Topography The subject and the sales have similar topography.

Utilities – The subject and the sales have similar utilities available.

Conclusion:

The sales utilized in this analysis for the subject have a range in value between \$4.76 per square foot and \$7.11 per square foot. Sale 20230653303 is considered overall slightly superior to the subject property with a unit indicator of \$7.11 per square foot. Sales 20230642203 and 20230180695 are considered slightly inferior to the subject with unit indicators of \$4.76 and \$5.29 per square foot, respectively. The quality and quantity of market data was adequate to render a reasonable market value opinion for the subject land. Based upon this analysis, it is the appraiser's opinion that the market value for the subject is \$5.85 per square foot of land area. The value opinion for the subject is provided below.

28.90 AC, or 1,258,884 SF @ \$5.85/SF = \$7,364,471, rounded to \$7,364,500

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE:

Reconciliation is the final step in the valuation process in which alternate value indications are evaluated and the most meaningful, defensible conclusion is selected as a final value estimate. The approaches are examined for appropriateness, accuracy, and quantity of evidence. Any differences or inconsistencies in the analysis and conclusions are explained. The following value conclusions were indicated in the approaches to value.

Cost Approach	Not Applicable
Sales Comparison Approach	\$7,364,500
Income Approach	Not Applicable

The only method utilized in the valuation of the subject property was the Sales Comparison Approach. Thus, the appraiser has formed an opinion that the market value of the subject as of December 10, 2023, is:

**SEVEN MILLION THREE HUNDRED SIXTY-FOUR THOUSAND
FIVE HUNDRED AND NO/100 DOLLARS
(\$7,364,500)**

DESCRIPTION OF THE FEE ACQUISITION:

Land: As discussed, the appraiser was provided a Sketch and Legal Description from the client indicating the proposed fee acquisition area contains 2.79 acres. A copy of this description was provided earlier in this report showing dimensions and its physical location on the site. The approved site plan indicates the area that is to be conveyed to the City for use as right of way along the north property line contains 3.01 acres. A copy of the site plan was also provided earlier in this report. For the purposes of this appraisal, a fee acquisition area of 2.79 acres as per the sketch and legal description provided by the client is being utilized.

Improvements: Any improvements located within the proposed fee acquisition area will not be considered in this appraisal report.

VALUATION OF THE FEE ACQUISITION:

As discussed in the Land Valuation section of this report, the subject is considered to have an underlying land value of \$5.85 per square foot. The valuation of the proposed acquisition is summarized below:

2.79 AC, or 121,533 SF @ \$5.85/SF = \$710,968, Rounded to \$711,000

ADDENDA

Area Map

Area Map



AREA DATA

The Orlando-Kissimmee-Sanford Metropolitan Statistical Area (MSA) is in the north-central part of peninsular Florida and includes the counties of Orange, Seminole, Osceola, and Lake according to the US Census Bureau, State and County Quick Facts. The Orlando MSA is located near the geographical center of the state and covers 3,490 square miles of area with an estimated 2021 population of 2,691,925 persons. The 2021 population estimates for the individual counties are as follows. Orange County has 907 square miles with a population estimate of 1,422,746 persons. The City of Orlando serves as the Orange County seat. The Seminole County seat is Sanford. Seminole County has a land area of 309 square miles and has an estimated population of 470,093 persons. Osceola County has a land area of 1,328 square miles and an estimated population of 403,282 persons. The Osceola County seat is the City of Kissimmee. Lake County has a land area of 938 square miles and an estimated population of 395,804 persons with Tavares serving as the county seat.

Orange County extends about 48 miles from east to west and a maximum of 30 miles from north to south. Orange County is bounded on the north by Seminole and Lake Counties, on the west by Lake County, on the south by Osceola County, and on the east by the St. John's River and the Brevard County line. Osceola County extends about 48 miles from east to west and approximately 64 miles from north to south. Osceola County is bounded on the north by Orange County, on the west by Polk County, on the south by Okeechobee County, and on the east by Brevard and Indian River Counties. Seminole County is bounded on the north by Volusia and Lake Counties, on the west by Lake County, on the south by Orange County and on the east by the St. John's River. Lake County is bound on the north by Marion and Volusia Counties, on the west by Sumter County, on the south by Polk County and on the east by Orange and Seminole Counties.

Influences of property values may be categorized as physical, social, governmental, and economic.

PHYSICAL

Location:

The subject area is located in the Orlando Metropolitan Statistical Area and includes Orange, Seminole, Lake, and Osceola Counties which are located in the east central region of the state. The area approximates 3,490 square miles and is commonly referred to as the Metropolitan Orlando area. The area is located approximately 50 miles west of the Atlantic Ocean, 87 miles east of the Gulf of Mexico, 242 miles south of Tallahassee, and 230 miles north of Miami. This general area is abundant with recreational and natural amenities including 2,000 fresh water lakes and 3,000 acres of public parks. It is bounded on the north and east by the St. John's River, to the southwest by the Kissimmee River, and the northwest by the Wekiva River.

The major cities in the Metropolitan Orlando area include Orlando, Winter Park, Maitland, Kissimmee, Altamonte Springs, Sanford, and Longwood. Orlando, Winter Park, and south Seminole County comprise the primary population area.

Climate and Topography:

The Central Florida climate is classified as sub-tropical with the average annual temperature at 82.7°. The average temperatures range from 72.1 degrees in January to 93.0 degrees in June and typical average rainfall is about 53 inches. Central Florida's climate is one of the main factors in attracting new growth and corporate relocation to the area. The climate allows for abundant outdoor activities year-round and is extremely desirable for the tourism trade. The topography of the area is characterized as gently rolling terrain with 59,000 acres of water made up of interspersing rivers and lakes. The Central Florida area has an average elevation of 127 feet above sea level.

Transportation:

The Central Florida area is well served by all modes of transportation with major arterial roadways traversing the heart of Central Florida community. Major thoroughfares in the Orlando area include Interstate 4 and the following toll roads: the Florida Turnpike, SR 528 (Beachline Expressway), SR 408 (formerly known as the East-West Expressway), State Road 417 (Eastern Beltway) and State Road 429 (Western Beltway).

Interstate 4 has an east-west orientation and it connects Central Florida with Daytona Beach and Interstate 95 to the east, and Tampa and Interstate 75 to the west. I-4 is considered an integral part of Central Florida's transportation system. The Interstate carries the greatest number of people and vehicles of any transportation facility in the region and serves many of the area's primary activity centers. Due to Central Florida's tremendous growth in the past two decades, congestion on I-4 has extended well beyond normal peak hours. The I-4 Ultimate Improvement project includes 21 miles that stretch from Kirkman Road to State Road 434. These improvements include four new Express Lanes, reconstructed interchanges and completely rebuilt bridges. FDOT has finalized the *I-4 Beyond the Ultimate* PD&E reevaluation study, which covers approximately 40 miles of the remaining critical portions of I-4, outside of the I-4 Ultimate project area. This includes the segments of I-4 from Kirkman Road south to US 27 in Polk County and from SR 434 to SR 472 in Volusia County.

The Florida Turnpike is a limited access highway that runs 312 miles through 11 counties. The Turnpike extends southerly from Interstate 75 at the town of Wildwood to Interstate 95 in Miami. Construction has begun to widen the Turnpike to six lanes from its intersection with US 441 in south Orlando north to its intersection with Interstate 4 near downtown Orlando.

The Central Florida Expressway Authority (CFX) incorporates the previous expressway projects previously known as the Orlando/Orange County Expressway Authority which owns and operates several toll roads within Orange and surrounding counties. The CFX was formed in 1963 for the purpose of building the Bee Line Expressway, currently known as the Beachline Expressway. The Orlando Expressway system is comprised of several toll roads that, when completed, will serve as a Beltway for Orlando Metropolitan area. The authority was expanded to include Lake and Osceola County in 2014.

Transportation (cont):

Currently, State Road 408 is an east-west connector that extends from East Orange County to West Orange County connecting with the Florida Turnpike, State Road 417 is part of the eastern beltway that begins in Sanford at Interstate 4, and then continues in a southeasterly direction near the Orlando International Airport, and reconnects with Interstate 4 in Osceola County.

State Road 429 is an extension of the Beltway that currently begins at State Road 46 in Sorrento and extends southwesterly to Interstate 4 in Osceola County. The Osceola Parkway extends east-west across the northern boundary of Osceola County paralleling the border with Orange County. This roadway connects Walt Disney World with Interstate 4 and the Florida Turnpike and terminating at Boggy Creek Road. The CFX Authority is studying possible extension of the Osceola Parkway. The Wekiva Parkway (SR 429) extends north of US 441 and currently connects with State Road 46. The northwest section of the beltway includes the 25-mile tolled expressway, known as the Wekiva Parkway that provides travel alternatives and relieves US 441, SR 46 and other area roads of traffic congestion resulting from growth and travel between Orange, Lake and Seminole Counties. The Wekiva Parkway/SR 429 will connect to Interstate 4 near Sanford, which is nearing completion. When completed this beltway system will contain approximately 100 miles of roads serving the Metro Orlando area.

The Martin Anderson "Beachline Expressway" (SR 528) is a major arterial, limited access highway that extends easterly from Orlando to the Kennedy Space Center in Brevard County. The Osceola Parkway is a major east-west arterial controlled access toll facility beginning at the Florida Turnpike and extends west to Walt Disney World within the Reedy Creek Improvement District in Orange and Osceola Counties. The Parkway is a toll road that is 12.4 miles with four lanes. There is ample right of way for future expansion to six lanes with both at grade, signalized intersections and grade separated interchanges.

Public Transportation:

Orlando metropolitan area is served by the "Lynx" transit system which is currently operating on a route system that extends into Orange, Seminole and Osceola Counties and small portions of Polk and Lake County covering approximately 2,500 square miles. The Lynx fleet consists of more than 300 air-conditioned coaches traveling over 76 routes. In 2017, Lynx provided over 26 million passenger trips throughout the Orlando metro area.

In December of 2009, the Florida Legislature approved legislation establishing the framework for rail transit improvements throughout the state. The first phase of the SunRail project began in April 2014. In the Metro Orlando area, Phase 1 of the SunRail project consists of 32-miles that serves 12 stations, linking DeBary to Orlando. SunRail's southern expansion opened in July 2018, which is a 17.2 mile segment that features four additional stations connecting Sand Lake Road in Orange County to Poinciana in Osceola County. The Northern Expansion, which is a 12 mile segment in Volusia County, will add one station to the existing rail system linking DeBary to DeLand.

Amtrak operates passenger service between New York and South Florida with four stops in the Central Florida region. The Amtrak Auto Train boards in Sanford which is a direct trip to Loftin, Virginia.

Public Transportation (cont.):

CSX Transportation has more than 23,000 route miles in 23 states, the District of Columbia and two Canadian provinces. With its headquarters in Jacksonville, FL and key facilities in Tampa, Orlando, Winter Haven and Pensacola, CSX owns and maintains approximately 1,750 route miles in Florida. The Florida Central Railroad (FCEN) operates 68 miles of track and directly serves industries in Orlando, Plymouth, Zellwood, Mt. Dora, Tavares, Eustis, Umatilla, Ocoee, and Winter Garden. All interchanges are made with CSX in Orlando, Florida. Due to its centralized location, the FCEN provides a competitive alternative to trucking and easy access to markets across Florida.

Brightline is a passenger rail system that is anticipated to open a Station in mid-2023 at the Orlando International Airport that will provide a new passenger rail line to connect Orlando with the South Florida existing Stations in West Palm Beach, Fort Lauderdale and Miami. Brightline is also working to expand rail service to the Tampa area and the west coast.

The Orlando International Airport includes about over 13,000 acres (+/- 21 square miles) and is the 4th largest in land mass in the United States. In 2021 Orlando serviced over and in 40 million passengers and was the 7th busiest airport in the United States. This is an increase of 86.70% from 2020 caused by the effects of the Covid Pandemic. In 2019, the airport was serving over 50 million passengers. The main terminal is also home to the 446 room Hyatt Regency Hotel which has 50,000 square feet of convention and meeting space and two restaurants. Within the airport there are over 150 retail outlets and food and beverage establishments that serve travelers.

The Orlando Sanford International Airport also provides domestic and international passenger service as well as full customs services and cargo handling and is situated on approximately 3,000 acres. In 2021, the airport was serving almost 2.4 million passengers annually. The airport consists of a 395 acre industrial park with 270 acres remaining undeveloped. General aviation services are also available with the Orlando Executive Airport, Kissimmee Gateway Airport, Leesburg Municipal Airport and the Mid-Florida Airport in Zellwood.

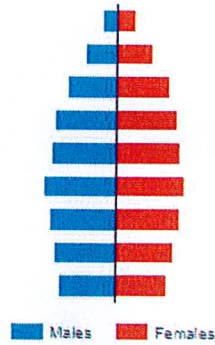
SOCIAL

Population:

Included below is a chart providing the 2010 census population and 2020 census population for the Orlando MSA. This information was obtained from the State and County Quick Facts published by the US Census Bureau.

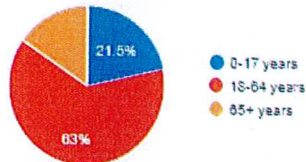
County	2010 Census	2020 Census	Population Change from 2010 to 2020
Orange	1,145,956	1,429,908	24.8%
Seminole	422,718	470,856	11.4%
Lake	297,053	383,956	29.3%
Osceola	268,685	388,656	44.7%

Population (Continued):



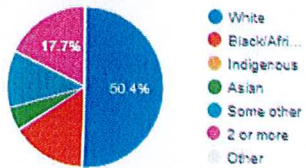
Age Distribution (E 2021)

0-9 years	306,507
10-19 years	337,482
20-29 years	369,229
30-39 years	397,895
40-49 years	363,100
50-59 years	343,876
60-69 years	289,996
70-79 years	192,342
80+ years	91,498



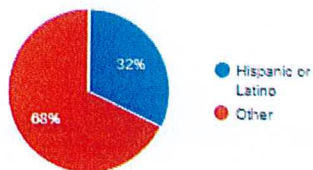
Age Groups (E 2021)

0-17 years	578,675
18-64 years	1,695,219
65+ years	418,031



«Race» (C 2020)

White	1,346,558
Black/African American	410,855
Indigenous	11,829
Asian	124,332
Pacific Islander	2,423
Some other	304,035
2 or more	473,344



Ethnicity (C 2020)

Hispanic or Latino	856,028
Other	1,817,348

Economics (2021 ACS)

Income

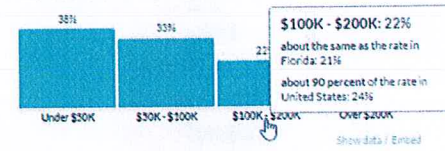
\$33,928
Per capita income

a little less than the amount in Florida: \$36,196
about 90 percent of the amount in United States: \$38,332

\$64,936
Median household income

a little higher than the amount in Florida: \$63,062
about 90 percent of the amount in United States: \$69,717

Household income



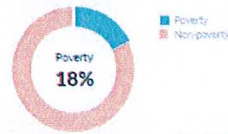
Poverty

12.9%

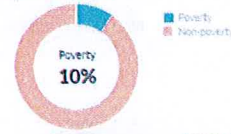
Persons below poverty line

about the same as the rate in Florida: 13.1%
about the same as the rate in United States: 12.8%

Children (Under 18)



Seniors (65 and over)



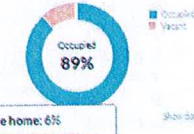
Housing

Units & Occupancy

1,117,189
Number of housing units

Florida: 10,054,509
United States: 142,146,650

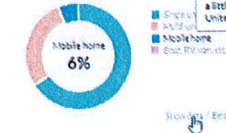
Occupied vs. Vacant



Ownership of occupied units

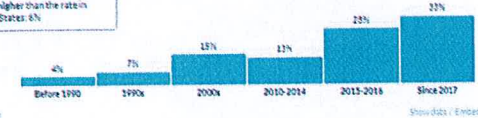


Types of structure



Mobile home: 6%
about three quarters of the rate in Florida: 8%
a little higher than the rate in United States: 6%

Percentage of population



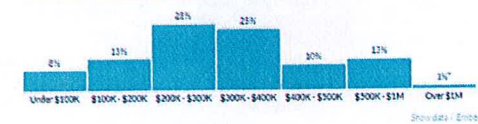
Value

\$303,300

Median value of owner-occupied housing units

a little higher than the amount in Florida: \$290,700
about 10 percent higher than the amount in United States: \$281,400

Value of owner-occupied housing units



* Margin of error is at least 10 percent of the total value. Take care with this statistic.

Educational attainment

91.3%

High school grad or higher

about the same as the rate in Florida:
89.8%

about the same as the rate in United
States: 89.4%

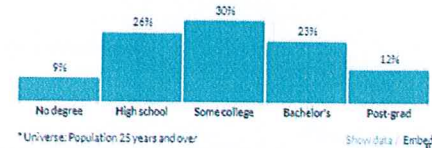
35.2%

Bachelor's degree or higher

a little higher than the rate in Florida:
33.2%

about the same as the rate in United
States: 35%

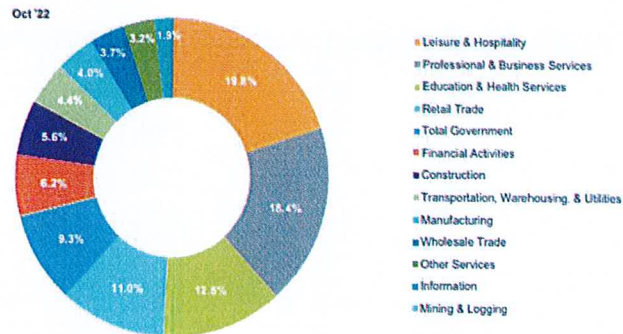
Population by highest level of education



Labor/Employment:

Employment by Industry:

Industry	Oct '22	% of Total	Oct '22 - Sept '22 % Change	Oct '22 - Oct '21 % Change
Total Nonagricultural Employment	1,385,400	100.0%	1.1%	4.5%
Leisure & Hospitality	274,900	19.8%	2.0%	11.4%
Professional & Business Services	254,600	18.4%	0.7%	3.2%
Education & Health Services	172,700	12.5%	1.6%	4.9%
Retail Trade	152,200	11.0%	1.3%	2.7%
Total Government	128,800	9.3%	0.8%	2.0%
Financial Activities	86,500	6.2%	0.6%	1.5%
Construction	77,100	5.6%	-0.1%	-8.1%
Transportation, Warehousing, & Utilities	60,600	4.4%	0.8%	7.8%
Manufacturing	55,400	4.0%	0.2%	12.1%
Wholesale Trade	50,900	3.7%	1.4%	9.2%
Other Services	44,800	3.2%	-1.3%	8.0%
Information	26,800	1.9%	0.8%	3.6%
Mining & Logging	200	0.0%	0.0%	0.0%



Source: Florida Department of Economic Opportunity Current Employment Statistics (CES) - updated November 2022

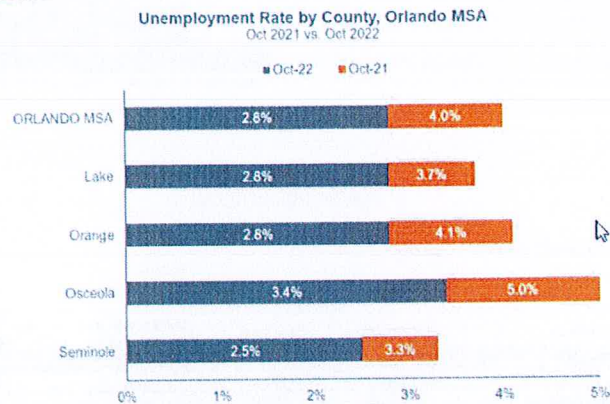
Note: Employment estimates have been rounded to the nearest hundred. Sum of detail may not equal totals due to rounding or the exclusion of certain industries from publication. All data are subject to revision due to late reporting of participants and the annual benchmarking process.

Labor/Employment: (Continued)

UNEMPLOYMENT

Unemployment

rose slightly in October but remains historically low in all local counties.



Source: Orlando Economic Partnership

Economic uncertainty is beginning to impact Orlando business with many reporting clients are hesitant to move forward with new work and others are scaling back recruitment plans. Inflationary concerns continue to be widespread with fragile demand for products due to cost elevation. The upcoming statistics will remain fluid in the short term.

Labor/Employment: (Continued)

Company	City	County	Industry	Employment
Walt Disney World Resort	Lake Buena Vista	Orange	Leisure & Hospitality	70,000
AdventHealth	Various	Various	Healthcare	39,374
Universal Orlando Resort	Orlando	Orange	Leisure & Hospitality	24,000
Orlando Health	Orlando	Orange	Healthcare	23,252
University of Central Florida	Orlando	Orange	Education	10,614
Lockheed Martin	Orlando	Orange	Aerospace/Defense	8,099
Siemens Energy	Orlando	Orange	Advanced Manufacturing	5,500
Darden Restaurants	Orlando	Orange	Restaurants	5,127
SeaWorld Parks & Entertainment	Orlando	Orange	Leisure & Hospitality	4,925
Marriott Vacations Worldwide	Orlando	Orange	Leisure & Hospitality	4,500
Valencia College	Various	Various	Education	4,228
Westgate Resorts	Orlando	Orange	Leisure & Hospitality	3,828
Travel + Leisure Co.	Orlando	Orange	Leisure & Hospitality	3,600
Rosen Hotels & Resorts	Orlando	Orange	Leisure & Hospitality	3,531
Disney Destinations	Lake Buena Vista	Orange	Leisure & Hospitality	3,419
Hilton Grand Vacations	Orlando	Orange	Leisure & Hospitality	3,087
Southwest Airlines	Orlando	Orange	Transportation	2,938
JetBlue Airways	Orlando	Orange	Transportation	2,661
Truist	Various	Various	Financial Services	2,600
Full Sail University	Orlando	Orange	Education	2,300
HCA Healthcare - Osceola Regional Medical Center	Kissimmee	Osceola	Healthcare	2,190
Nemours	Orlando	Orange	Healthcare	2,087
Concentrix	Lake Mary	Seminole	Business Services	2,000
JP Morgan Chase	Orlando	Orange	Financial Services	1,900
Bank of America	Lake Mary	Seminole	Financial Services	1,800

Housing:

The Orlando Regional Realtor Association Orlando Area Market Report for 2022 indicated the following:

- The median home price for November was recorded at \$360,000, down from \$365,000 in October
- Overall sales fell from October 2022 to November 2022. There were 1,996 sales in November – down 26.5% from 2,716 sales in October. This is the lowest number of monthly home sales in nearly four years, dating back to January 2019. Overall sales in November 2022 were 45.5% lower than November 2021 when there were 3,664 sales.
- Orlando area inventory slightly increased by 1.0% from October 2022 to November 2022 from 7,128 homes to 7,197 homes. Inventory in November 2022 was 136.3% higher than in November 2021, when it was recorded at 3,046 homes.
- Interest rates decreased from 7.0% in October to 6.6% in November of 2022; however, this is 122.9% higher than November 2021 when interest rates were 3.0%.

Orlando Regional REALTOR® Association													
STATE OF THE MARKET													
November 2022													
18 Months - At A Glance													
A quick look at the Orlando market over the last 18 months													
ORRA Originated Sales	Average Mtg Rate	Total	Single Family Homes	Condos	Townhomes/ Villas	New Listings	New Contracts	Total Pending	Back on Market	EXP	WDN	Sales Closed	Days on Market
Jun '21	2.95%	3,098	2,286	527	285	4,617	3,728	5,519	336	73	432	4,414	29
Jul '21	2.83%	3,524	2,610	585	329	4,710	3,700	5,260	433	83	462	4,183	26
Aug '21	2.84%	3,638	2,712	583	343	4,375	3,932	5,355	456	78	424	3,999	25
Sep '21	2.86%	3,664	2,740	577	347	4,026	3,523	5,240	397	92	416	3,789	27
Oct '21	3.01%	3,406	2,517	566	323	3,940	3,583	5,140	379	87	467	3,760	27
Nov '21	2.95%	3,046	2,292	509	245	3,226	2,975	4,762	297	88	411	3,664	28
Dec '21	3.07%	2,586	1,964	425	197	2,797	2,781	4,006	277	140	381	3,820	31
Jan '22	3.38%	2,379	1,834	365	180	3,574	3,015	4,653	193	72	396	3,033	32
Feb '22	3.87%	2,313	1,797	360	156	3,686	3,535	5,163	316	68	312	3,198	30
Mar '22	4.20%	2,478	1,914	369	195	4,375	3,642	4,958	338	74	362	4,100	27
Apr '22	4.94%	2,670	2,077	423	170	4,354	3,482	5,041	342	66	401	3,800	24
May '22	5.28%	3,851	2,998	538	315	4,822	3,226	4,645	486	66	408	3,946	21
Jun '22	5.52%	5,437	4,274	713	450	5,367	2,956	4,231	613	83	549	3,793	20
Jul '22	5.35%	6,518	5,171	806	541	4,746	2,796	4,029	595	100	680	3,309	21
Aug '22	5.29%	6,762	5,304	886	572	4,550	3,010	4,171	591	130	741	3,324	27
Sep '22	6.32%	6,884	5,366	912	606	3,318	2,375	3,838	522	184	681	2,717	31
Oct '22	6.95%	7,128	5,556	937	635	3,041	1,788	2,915	1,189	200	829	2,716	38
Nov '22	6.58%	7,197	5,643	908	646	2,597	1,798	2,801	543	204	719	1,996	43
ORRA Originated Sales	Average Mtg Rate	Total	Single Family Homes	Condos	Townhomes/ Villas	New Listings	New Contracts	Total Pending	Back on Market	EXP	WDN	Sales Closed	Days on Market

Governmental:

The Orlando MSA is divided into four county governments for Orange, Seminole, Lake and Osceola each represented by the county commissioner form of government. In addition, the other elected officers for each county include a tax collector, tax assessor, sheriff, and county supervisor of elections. The primary source of revenue for local governments is the state sales tax which is funded primarily by tourism. In addition, revenue sources for local governments include ad valorem taxing on property as well as uses and impact fees.

Impact fees are also known as growth fees as they are directed towards the developer for new building permits and development costs which are passed on to the ultimate user. Each county agency has developed an impact fee structure for road and transportation, law and fire protection, and sewer and wastewater services.

The rapid growth rate for the Central Florida within the last 20 years has created demands on local governments to provide infrastructure as well as maintain the environmental integrity and aesthetic amenities of the community. As a result, local communities have developed strict zoning regulations and growth management in order to maintain the level of service to the community as well as to protect the environment and quality of life that is essential to the future growth and stability of the community.

ECONOMIC:

The major industries that affect the Central Florida area and are considered to be among its major enterprises are tourism, defense/high-tech, manufacturing, health care, industrial, agricultural, and commercial/retail. These diverse industries provide an economic base which offers a suitable business climate for companies moving or expanding within the Central Florida area. The affordable cost of doing business also has a strong influence on the area's business climate with office and industrial space available at competitive rates in comparison to other areas of the state and country.

Prior to the declaration of the Coronavirus Pandemic on March 11, 2020, all of the industry categories were relatively strong and performing well. All major sectors except construction and leisure and hospitality have now turned to their pre-pandemic (February 2020) levels of employment with manufacturing and transportation posting the largest relative gains.

There is however, some economic uncertainty with businesses reporting clients are hesitant to move forward with new work and other are scaling back recruitment plans. Inflationary concerns continue to be widespread with possible future impacts to demand for products due to cost elevation.

Tourism:

Within the Metropolitan Statistical Area there are dozens of attractions and entertainment options. All of the major attractions are vying for tourist dollars and are therefore in a constant state of expansion and redevelopment. Aside from the parks themselves, Universal and Walt Disney World developed the entertainment complexes, Universal City Walk and Downtown Disney, with shopping, dining, major concert venues, and nightlife.

Below is a list to the major Theme Parks in the visited in Central Florida

THEME PARK

Magic Kingdom at Walt Disney World
Disney's Animal Kingdom
EPCOT at Walt Disney World
Disney's Hollywood Studios at Walt Disney World
Universal Studios of Florida
Islands of Adventure at Universal Orlando
SeaWorld of Florida
Bush Gardens Tampa Bay

The Orange County Convention Center (OCCC) has been a vital component of the economic health of Orlando's tourism market and provided an average annual economic impact of \$2.4 billion to the Central Florida economy in Fiscal Year 2021-2022, with 155 events and over 1.5 million attendees. OCCC has over 7 million contiguous square feet of space.

Healthcare:

The Metro Orlando area is primarily served by two major healthcare systems; Advent Health (fka, Florida Hospital) and Orlando Health. Advent Health's Central Florida Division encompasses 20 hospitals in seven counties in surrounding Metro Orlando. Advent Health also includes over 35 urgent care walk-in medical centers, dozens of sports-rehab and imaging centers and hundreds of physicians, ranging from primary care to a full spectrum of specialties. Advent Health Orlando, the division's flagship campus, serves both as a community hospital and as a major tertiary referral hospital for the region, much of the Southeast, the Caribbean and Latin America. Advent Health Orlando is a designated statutory teaching hospital and trains physicians from around the world on the newest technology and procedures. The system provides a wide range of health services, including many nationally and internationally recognized programs in cardiology, cancer, women's medicine, neuroscience, diabetes, orthopedics, pediatrics, transplant and advanced surgical programs

Orlando Health is a, private, not-for-profit healthcare system that spans multiple Florida counties. Orlando Health has 23 hospitals and emergency centers with 18 operational and five coming soon. The system also includes nine specialty institutes in aesthetic and reconstructive surgery, cancer, colon and rectal, digestive health, heart and vascular, neuroscience, orthopedics, rehabilitation, weight loss and bariatric surgery. In addition, Orlando Health is home to more than 100 adult and pediatric primary care practices, skilled nursing facilities, an in-patient behavioral health facility under the management of Acadia Healthcare, and more than 60 outpatient facilities that include imaging and laboratory services, wound care centers, home healthcare services in partnership with LHC Group, and urgent care centers in partnership with FastMed Urgent Care.

The Lake Nona Medical City is located in southeast Orange County and is a health and life sciences cluster of 650 acres, which is home to hospitals, universities, research institutions and life science companies. The following are located in the Lake Nona Medical City: The University of Central Florida Health Sciences Campus, Nemours Children's Hospital, VA Medical Center, MD Anderson Orlando Cancer Research Institute and the University of Florida Research and Academic Center.

Conclusion:

The overall market outlook is positive. The local population continues to increase, while unemployment rates are low. The Counties and other local municipalities are continuing to invest in infrastructure to support continued growth that is anticipated in the years ahead. New construction is prevalent throughout the MSA. Setbacks to all economic sectors were evident during the Covid-Pandemic. However, overall the Central Florida market is in an extended cycle of growth and appreciation, which is expected to continue in the short term. There is however, some economic uncertainty due to inflationary concerns that continue to be widespread, which could slow some of the current economic growth in the near future should this trend continue.

**VACANT LAND
COMPARABLE SALE 20230653303**

APPRAISER:

EDWIN R. BARFIELD

SALE NO:

20230653303

RECORDED:

Document No.: 20230653303, Orange County

GRANTOR:

M. L. Carter Services, Inc., Trustee of the Carter-Keene Road Land Trust

GRANTEE:

LCE 13, LLC

DATE OF TRANSACTION:

November 8, 2023

INSPECTION DATE(S):

December 10, 2023

SIZE/TOPOGRAPHY/FLOODPLAIN/WETLAND INFORMATION:

Land Size: 18.80 AC gross, 8.66 AC net
Dimensions: Slightly Irregular, see attached sketch

The property is generally level, and at road grade. According to the Orange County Property Appraiser and the National Wetland Inventory Map from the US Fish and Wildlife website, there are approximately 10.14 acres of wetlands located at the southeast portion of the site. This portion of the site is also located within the flood zone with the remainder of the site being located within FEMA Zone X, an area of minimal annual chance of flooding.

CONSIDERATION:

\$2,680,500

UNIT PRICE:

\$3.27/SF, gross
\$7.11/SF, net

TYPE OF INSTRUMENT:

Special Warranty Deed

TAX I.D. NO.:

29-21-28-0000-00-003

**VACANT LAND
COMPARABLE SALE 20230653303**

LOCATION:

The property is located at the southeast corner of West Keene Road and Ocoee-Apopka Road, in the City of Apopka, Orange County, Florida. According to the Orange County Property Appraiser records, the site is addressed as 1700 W. Keene Road, Apopka, Florida.

ZONING:

Office, City of Apopka

FUTURE LAND USE:

Office, City of Apopka

PRESENT USE:

Vacant

HIGHEST AND BEST USE AT DATE OF SALE:

Commercial

CONDITIONS OF TRANSACTION:

Arm's length transaction

FINANCING (EFFECT ON SALE PRICE, IF ANY):

Cash to Seller

ENCUMBRANCES (IF ANY):

There are no known encumbrances that affect the use or utility of the property.

IMPROVEMENTS:

Vacant at the time of the sale.

UTILITIES:

Electric, telephone, water and sewer.

VERIFIED WITH:

NAME Daryl Carter, (407) 422-3144 ***DATE*** 1/25/2024

RELATIONSHIP TO SALE Grantor

VERIFIED BY: Ed Barfield

**VACANT LAND
COMPARABLE SALE 20230653303**

MOTIVATION OF PARTIES:

Grantor – Sell Property

Grantee – Purchased for retail development

ANALYSIS OF PERTINENT INFORMATION:

See Remarks

EXPOSURE TIME:

Up to 12 months

NUMBER OF DAYS ON MARKET:

Unknown

REMARKS:

The property has 402.19 feet of frontage along the south side of West Keene Road and 1,390.92 feet along the east side of Ocoee-Apopka Road and is slightly irregular in shape. The site was generally level, near road grade with wetland area in the southeast corner of the site. The site contains 8.66 acres of net land area with all public utilities available including electric, telephone, public water and sewer service. The grantor verified that the site was sold with no entitlements and was approved for development with retail commercial uses.

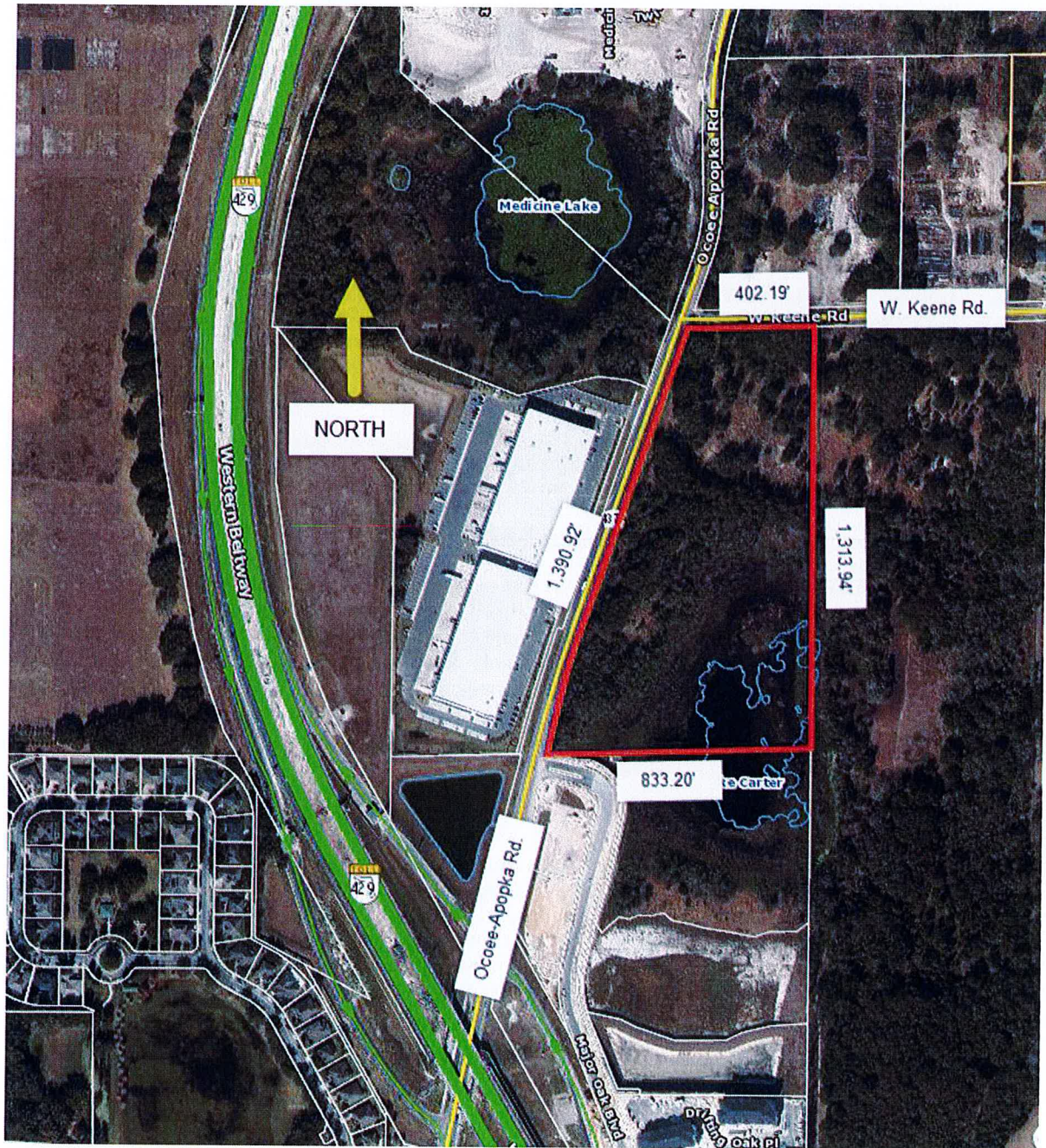
**VACANT LAND
COMPARABLE SALE 20230653303
PHOTO PAGE**



Photo taken from Google Earth dated June 2023 Looking Southeast from Ocoee-Apopka Road and W. Keene Road Intersection.

Sale property was physically inspected by Edwin R. Barfield on December 10, 2023

VACANT LAND
COMPARABLE SALE 20230653303
SKETCH PAGE



Prepared by and after

Recording return to:

James G. Willard, Esquire

Shutts & Bowen LLP

300 South Orange Avenue, Suite 1600

Orlando, Florida 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and effective as of the 8th day of November, 2023, by **M.L. CARTER SERVICES, INC., TRUSTEE OF THE CARTER-KEENE ROAD LAND TRUST**, an unrecorded land trust dated August 1, 2000, created pursuant to Section 689.071(2)(c), Florida Statutes, whose address is 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806-8500 (hereinafter referred to as "**Grantor**") to **LCE 13, LLC**, a Florida limited liability company, whose address is 15690 West Colonial Drive, Winter Garden, Florida 34787 (hereinafter referred to as "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all of the parties to this Special Warranty Deed and the successors and assigns of each party. The singular shall be deemed to include the plural, and vice versa, where the context so permits.)

WITNESSETH

THAT, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain land situated in Orange County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other; and the land is free of all encumbrances except ad valorem real property taxes and assessments for the year 2024 and thereafter, and those matters set forth on Exhibit "B".

[SIGNATURE AND NOTARY BLOCK CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

M.L. CARTER SERVICES, INC.,
Trustee of the Carter-Keene Road Land
Trust, an unrecorded land trust dated August
1, 2000, created pursuant to
Section 689.071(2)(c), Florida Statutes

Emily Brown
Print Name: Emily Brown
Address: 3333 S. Orange Ave Ste 200
Orlando, FL 32806

By: [Signature]
Daryl M. Carter, President

Edmondo C. McLean
Print Name: Edmondo C. McLean
Address: 3333 S. Orange Ave Ste 200
Orlando, FL 32806

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument acknowledged before me this 27th day of October, 2023, by Daryl M. Carter, as President of M.L. Carter Services, Inc., Trustee of the **CARTER-KEENE ROAD LAND TRUST**, an unrecorded land trust dated August 1, 2000, created pursuant to Section 689.071(2)(c), Florida Statutes. He appeared before me by means of: ☐ online notarization, or ☒ physical presence and is ☒ personally known to me, or ☐ has produced _____ as identification.



Pamela Lee Wray
(Signature of Notary Public)
Print Name: Pamela Lee Wray
Notary Public, State of Florida
Commission No.: HH 246610
My Commission Expires: 07/22/2026

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING ALL OF THE LANDS CONVEYED BY DEED TO DARYL M. CARTER, AS TRUSTEE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6062, PAGE 1398, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, NORTH 88°07'19" EAST A DISTANCE OF 909.00 FEET; THENCE, DEPARTING THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, SOUTH 01°52'42" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF W. KEENE ROAD (60' PUBLIC RIGHT-OF-WAY, PER PLAT BOOK 17, PAGE 129, OF SAID PUBLIC RECORDS) AND TO THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID W. KEENE ROAD, NORTH 88°07'19" EAST A DISTANCE OF 402.19 FEET; THENCE, DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID W. KEENE ROAD, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, SOUTH 00°05'19" WEST A DISTANCE OF 1,313.94 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 29, SOUTH 88°34'39" WEST A DISTANCE OF 833.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 429/OCOE-APOPKA ROAD/COUNTY ROAD 437A [VARIABLE WIDTH RIGHT-OF-WAY, PER ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP (OCOE PROJECT NO. 429-200 A)-SECTION 75520-2601]; THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 429/OCOE-APOPKA ROAD/COUNTY ROAD 437A, THE FOLLOWING TWO COURSES: 1) NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 5,699.58 FEET, A CENTRAL ANGLE OF 04°28'39" AND A CHORD BEARING AND DISTANCE OF NORTH 16°37'13" EAST 445.30 FEET), FOR AN ARC DISTANCE OF 445.41 FEET; 2) NORTH 18°51'33" EAST A DISTANCE OF 945.51 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE, AND AN AGENCY OF THE STATE, UNDER THE LAWS OF THE STATE OF FLORIDA, BY VIRTUE OF SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 9871, PAGE 4689, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

A-1

ORLDOCS 20933708 1 37371.0043

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2024 and subsequent years, which are not yet due and payable.

**VACANT LAND
COMPARABLE SALE 20230642203**

APPRAISER:

EDWIN R. BARFIELD

SALE NO:

20230642203

RECORDED:

Document No.: 20230642203, Orange County

GRANTOR:

Francois P. Breney

GRANTEE:

Kelly Park VB Development, LLC

DATE OF TRANSACTION:

October 2, 2023

INSPECTION DATE(S):

December 10, 2023

SIZE/TOPOGRAPHY/FLOODPLAIN/WETLAND INFORMATION:

Land Size: 20.46 AC gross and net

Dimensions: Rectangular, see attached sketch

The property is generally level, and at road grade. According to the Orange County Property Appraiser and the National Wetland Inventory Map from the US Fish and Wildlife website, there are no wetlands located on the site. The entire site is within FEMA Zone X, an area of minimal annual chance of flood.

CONSIDERATION:

\$4,240,000

UNIT PRICE:

\$4.76/SF, gross and net

TYPE OF INSTRUMENT:

Special Warranty Deed

TAX I.D. NO.:

13-20-27-0000-00-024 and 13-20-27-0000-00-056

**VACANT LAND
COMPARABLE SALE 20230642203**

LOCATION:

The property is located along the east side of Golden Gem Road, approximately 4,000 feet south of West Kelly Park Road, in the City of Apopka, Orange County, Florida. According to the Orange County Property Appraiser records, the site has a physical street address of 4101 Golden Gem Road, Apopka, Florida.

ZONING:

MU-VC/KPI-Village Center, City of Apopka

FUTURE LAND USE:

Mixed Use, City of Apopka

PRESENT USE:

Vacant

HIGHEST AND BEST USE AT DATE OF SALE:

Mixed Use

CONDITIONS OF TRANSACTION:

Arm's length transaction

FINANCING (EFFECT ON SALE PRICE, IF ANY):

Cash to Seller

ENCUMBRANCES (IF ANY):

There are no known encumbrances that affect the use or utility of the property.

IMPROVEMENTS:

The site had remnant agricultural nursery improvements at the date of sale that had no contribution value to the site.

UTILITIES:

Electric, telephone, water and sewer.

VERIFIED WITH:

NAME Joe Veninati (203) 496-9336 ***DATE*** 1/25/2024
RELATIONSHIP TO SALE Grantee Broker
VERIFIED BY: Jamee Barfield

**VACANT LAND
COMPARABLE SALE 20230642203**

MOTIVATION OF PARTIES:

Grantor – Sell Property

Grantee – Purchased for future development

ANALYSIS OF PERTINENT INFORMATION:

See Remarks

EXPOSURE TIME:

Up to 12 months

NUMBER OF DAYS ON MARKET:

Unknown

REMARKS:

The property has approximately 675 feet of frontage along the east side of Golden Gem Road with a depth of 1,320 feet and is rectangular in shape. The site was purchased as part of the assemblage for the Wylde Oaks mixed use development. The site was verified to have no entitlements at the date of sale. The site was generally level, near road grade with all usable land area. All public utilities are available to the property including electric, telephone, public water and sewer service.

**VACANT LAND
COMPARABLE SALE 20230642203
PHOTO PAGE**



Photo taken from Google Earth dated March 2023 Looking Southeast from Golden Gem Road
from the Northwest corner of the Site.

Sale property was physically inspected by Edwin R. Barfield on December 10, 2023

VACANT LAND
COMPARABLE SALE 20230642203
SKETCH PAGE



DOC # 20230642203

11/03/2023 14:45 PM Page 1 of 4

Rec Fee: \$35.50

Deed Doc Tax: \$29,680.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

Prepared by and return to:

Laura M. Walda, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

Parcel ID No: 13-20-27-0000-00-024 AND 13-20-27-0000-00-056

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 2 day of October, 2023 between **FRANÇOIS P. BRENEY** whose address is 1020 Juliette Blvd. Mount Dora, FL 32757-6500 ("Grantor"), and **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company, qualified to do business in the State of Florida, whose address is 660 Beachland Boulevard, Suite 301, Vero Beach, FL 32963 ("Grantee");

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain real property together with fixtures and improvements located in Orange County, Florida ("Property") and is described to-wit:

The North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 27 East, Less right of way on West, Orange County, Florida.

Said land is not the homestead property of the Grantor, does not adjoin any homestead property of the Grantor and no member of the family of or any person legally or naturally dependent on the Grantor resides at said land.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. This conveyance is being made by Grantor subject to assessments and taxes accruing subsequent to December 31, 2022.

To have and to hold the Property, and all the estate, right, title, interest, lien, and equity whatsoever of Grantor with respect to same, either in law or in equity, to the proper use and benefit of Grantee and Grantee's successors and assigns, forever, in fee simple.

This conveyance is subject to the matters listed on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "**Permitted Exceptions**"); provided, however, that the reference to the Permitted Exceptions shall not be deemed to reimpose any of same.

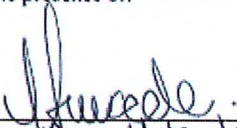
Subject to the Permitted Exceptions, Grantor does hereby covenant with Grantee that, at the time of the delivery of this Special Warranty Deed, the Property was free from any encumbrance made by Grantor, and that Grantor will specially warrant title to the Property and will defend it against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

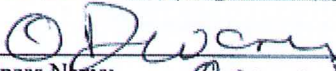
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:


Witness Name: Yolanda Saredo


FRANÇOIS P. BRENEY


Witness Name: Oscar Devora

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of September, 2023 by **FRANÇOIS P. BRENEY**, who is personally known to me or has produced FLA. DR. LICENSE as identification.

[Notary Seal]


Notary Public
Printed Name: MONTE R. BLEWS
Commission Expires: 11/11/2025



MONTE R. BLEWS
Notary Public
State of Florida
Comm# HH197659
Expires 11/11/2025



MONTE R. BLEWS
Notary Public
State of Florida
Comm# HH197659
Expires 11/11/2025

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

0894184\199697\13090739

EXHIBIT "A"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable
2. Reservations in favor of the State of Florida, through the Trustees of the Internal Improvement Fund, as set forth in that certain Deed No. 769 recorded March 9, 1942 in Deed Book 585, Page 94.
3. Right-of-Way Agreement with the County of Orange recorded January 27, 1958 in Official Records Book 61, Page 315.
4. Distribution Easement granted to Florida Power Corporation recorded October 16, 1997 in Official Records Book 5346, Page 2944.
5. Distribution Easement granted to Florida Power Corporation recorded January 31, 2002 in Official Records Book 6446, Page 1394.
6. Roadway Funding Agreement for West Kelly Park Road recorded July 6, 2023 in Official Records Instrument Number 20230378714.

**VACANT LAND
COMPARABLE SALE 20230180695**

APPRAISER:

EDWIN R. BARFIELD

SALE NO:

20230180695

RECORDED:

Document No.: 20230180695 and 20230472294, Orange County

GRANTOR:

Ward Family Partners, LLLP

GRANTEE:

Golden Gem Investments, LLC

DATE OF TRANSACTION:

March 29, 2023 – 20230180695

August 15, 2023 – 20230472294

INSPECTION DATE(S):

December 10, 2023

SIZE/TOPOGRAPHY/FLOODPLAIN/WETLAND INFORMATION:

Land Size: 61.01 AC gross; 58.82 AC net

Dimensions: Irregular, see attached sketch

The property is generally level, and at road grade. According to the Orange County Property Appraiser and the National Wetland Inventory Map from the US Fish and Wildlife website, there are approximately 2.19 acres of wetlands located in the north portion of the site. The remainder of the subject is located within FEMA Zone X, an area of minimal annual chance of flood.

CONSIDERATION:

\$13,561,400

UNIT PRICE:

\$5.10/SF, gross

\$5.29/SF, net

TYPE OF INSTRUMENT:

Special Warranty Deeds

TAX I.D. NO.:

12-20-27-0000-00-111 and 12-20-27-0000-00-060

**VACANT LAND
COMPARABLE SALE 20230180695**

LOCATION:

The property is located along the north side of Kelly Park Road at its intersection with Golden Gem Road, in the City of Apopka, Orange County, Florida. According to the Orange County Property Appraiser records, the site has an address of 3951 W. Kelly Park Road, Apopka, Florida.

ZONING:

KPI – Village Center, City of Apopka

FUTURE LAND USE:

Mixed Use, City of Apopka

PRESENT USE:

Vacant

HIGHEST AND BEST USE AT DATE OF SALE:

Mixed Use Development

CONDITIONS OF TRANSACTION:

Arm's length transaction

FINANCING (EFFECT ON SALE PRICE, IF ANY):

Cash to Seller

ENCUMBRANCES (IF ANY):

There are no known encumbrances that affect the use or utility of the property.

IMPROVEMENTS:

Vacant at the time of the sale.

UTILITIES:

Electric, telephone, water and sewer.

VERIFIED WITH:

NAME Allen Peacock (407) 539-2310 ***DATE*** 12/7/2023

RELATIONSHIP TO SALE Grantee Representative

VERIFIED BY: Jamee Barfield

**VACANT LAND
COMPARABLE SALE 20230180695**

MOTIVATION OF PARTIES:

Grantor – Sell Property

Grantee – Purchased for mixed use development

ANALYSIS OF PERTINENT INFORMATION:

See Remarks

EXPOSURE TIME:

Up to 12 months

NUMBER OF DAYS ON MARKET:

Unknown

REMARKS:

The property has approximately 1,220.56 feet of frontage along the north side of Kelly Park Road and 15 feet of frontage along the west side of Effie Drive. The site is slightly irregular in shape, generally level and near road grade. The site has a total land area of 61.01 acres with about 2.19 acres of wetland area within the north portion of the site indicating a net land area of 58.82 acres. At the date of sale, the property was partially entitled for development and would be permitted to be developed with commercial and multi-family development. All public utilities are available to the property including electric, telephone, public water and sewer service.

**VACANT LAND
COMPARABLE SALE 20230180695
PHOTO PAGE**



Photo taken by Edwin R. Barfield on December 10, 2023

VACANT LAND
COMPARABLE SALE 20230180695
SKETCH PAGE
(All dimensions are approximate)



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Edward A. Storey III
STOREY LAW GROUP, P.A.
221 NE Ivanhoe Blvd., Ste. 300
Orlando, FL 32804
(407) 488-1225

DOC # 20230180695
03/31/2023 15:46 PM Page 1 of 3
Rec Fee: \$27.00
Deed Doc Tax: \$43,260.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Parcel I.D #: A portion of 12-20-27-0000-00-060

Special Warranty Deed

THIS SPECIAL WARRANTY DEED is made this 29th day of March, 2023 by **WARD FAMILY PARTNERS, LLLP**, a Florida limited liability limited partnership, successor by conversion to **WARD FAMILY PARTNERS, LTD**, a Colorado limited partnership, whose address is: 901 Cranes Court, Maitland, FL 32751 (hereinafter referred to as the "**Grantor**"), in favor of **GOLDEN GEM INVESTMENTS, LLC**, a Florida limited liability company, whose address is: 400 N Ashley Dr #700, Tampa, FL 33602 (hereinafter referred to as the "**Grantee**");

(Whenever used herein the term "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Orange County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Property**").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others; and that the Property is free and clear of all encumbrances except taxes and assessments accruing subsequent to December 31, 2022 and matters of record, if any, but this reference thereto shall not operate to reimpose the same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name the day and year first above written.

Signed, sealed and delivered in the presence
of the following witnesses (as to both):

[Signature]
Signature of Witness 1

Edward A Storey
Print or type name of Witness 1

[Signature]
Signature of Witness 2

Brianne Daughess
Print or type name of Witness 2

GRANTOR:

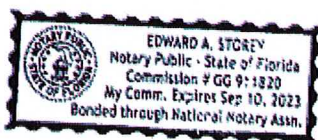
WARD FAMILY PARTNERS, LLLP, a Florida
limited liability limited partnership, successor by
conversion to WARD FAMILY PARTNERS, LTD, a
Colorado limited partnership

By: Theresa M. Ward
Theresa M. Ward, General Partner

By: Dennis R. Ward
Dennis R. Ward, General Partner

State of FL
County of Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 29 day of March, 2023, by Theresa M. Ward and Dennis R. Ward, as General Partners
of **WARD FAMILY PARTNERS, LLLP**, a Florida limited liability limited partnership, on behalf of said
partnership, who are ☒ personally known to me or ☐ who has produced _____
as identification.



[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

Special Warranty Deed

EXHIBIT A

Legal Description of Property

A TRACT OF LAND LYING IN SECTION 12, TOWNSHIP 20 SOUTH RANGE 27 EAST ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 14 TOWNSHIP 20 SOUTH RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°28'06" WEST ALONG THE WEST LINE OF AFORESAID SECTION 12 FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST KELLY PARK DRIVE ACCORDING TO OFFICIAL RECORDS BOOK 398, PAGE 158 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°54'09" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 70.00 FEET TO A POINT ON A LINE 70.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 12 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 00°28'06" WEST ALONG SAID PARALLEL LINE FOR A DISTANCE OF 1150.56 FEET; THENCE DEPARTING SAID PARALLEL LINE RUN NORTH 89°21'25" EAST FOR A DISTANCE OF 596.35 FEET; THENCE RUN SOUTH 00°15'29" EAST FOR A DISTANCE OF 1156.22 FEET TO A POINT ON AFORESAID NORTH RIGHT-OF-WAY LINE OF WEST KELLY PARK DRIVE; THENCE RUN SOUTH 89°54'09" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 592.12 FEET TO THE POINT OF BEGINNING.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Edward A. Storey III
STOREY LAW GROUP, P.A.
221 NE Ivanhoe Blvd., Ste. 300
Orlando, FL 32804
(407) 488-1225

Parcel ID #: A portion of 12-20-27-0000-00-060

DOC # 20230472294
08/18/2023 13:36 PM Page 1 of 3
Rec Fee: \$27.00
Deed Doc Tax: \$51,669.80
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Special Warranty Deed

THIS SPECIAL WARRANTY DEED is made this 15th day of August, 2023 by **WARD FAMILY PARTNERS, LLLP**, a Florida limited liability limited partnership, successor by conversion to **WARD FAMILY PARTNERS, LTD**, a Colorado limited partnership, whose address is: 901 Cranes Court, Maitland, FL 32751 (hereinafter referred to as the "**Grantor**"), in favor of **GOLDEN GEM INVESTMENTS, LLC**, a Florida limited liability company, whose address is: 400 N Ashley Drive, Suite 700, Tampa, FL 33629 (hereinafter referred to as the "**Grantee**");

(Whenever used herein the term "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Orange County, Florida, and more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others; and that the Property is free and clear of all encumbrances except taxes and assessments accruing subsequent to December 31, 2022 and matters of record, if any, but this reference thereto shall not operate to reimpose the same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses (as to both):

GRANTOR:

[Signature]
Signature of Witness 1

Edward A. Stone
Print or type name of Witness 1

[Signature]
Signature of Witness 2

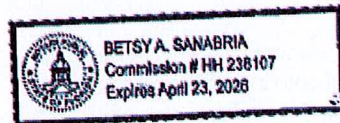
Betsy A. Sanabria
Print or type name of Witness 2

WARD FAMILY PARTNERS, LLLP, a Florida limited liability limited partnership, successor by conversion to WARD FAMILY PARTNERS, LTD, a Colorado limited partnership

By: Theresa M. Ward
Theresa M. Ward, General Partner

State of FLORIDA
County of ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of August, 2023, by Theresa M. Ward, as a General Partner of **WARD FAMILY PARTNERS, LLLP**, a Florida limited liability limited partnership, on behalf of said partnership, who is ☒ personally known to me or ☐ who has produced _____ as identification.



[Signature]
Notary Public
Print Name: Betsy A. Sanabria
My Commission Expires: 4/23/2026

Special Warranty Deed

EXHIBIT A

Legal Description of Property

A PARCEL OF LAND BEING A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00° 28' 06" WEST ALONG THE EAST LINE OF AFORESAID SECTION 11 FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT THE NORTH RIGHT OF WAY LINE OF WEST KELLY PARK DRIVE, ACCORDING TO OFFICIAL RECORDS BOOK 398, PAGE 158 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE NORTH 00° 28' 06" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1149.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 150.00 FEET OF THE EAST 589.09 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 89° 21' 25" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 589.09 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 28' 07" WEST FOR A DISTANCE OF 1481.45 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE DEPARTING SAID NORTH LINE RUN NORTH 00° 15' 46" WEST FOR A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 89° 30' 28" EAST ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL TO, WHEN MEASURED PERPENDICULARLY, THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 589.09 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE DEPARTING SAID EAST LINE RUN NORTH 89° 12' 38" EAST ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL TO, WHEN MEASURED PERPENDICULARLY, THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 12 FOR A DISTANCE OF 1313.69 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EFFIE ROAD; THENCE RUN SOUTH 00° 03' 05" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE RUN SOUTH 89° 12' 38" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 641.80 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE RUN SOUTH 00° 15' 29" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12 AND THE SOUTHERLY EXTENSION THEREOF FOR A DISTANCE OF 1481.64 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89° 21' 25" WEST FOR A DISTANCE OF 596.36 FEET; THENCE RUN SOUTH 00° 28' 07" EAST FOR A DISTANCE OF 1150.56 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY LINE OF WEST KELLY PARK DRIVE; THENCE RUN SOUTH 89° 54' 09" WEST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

**Qualifications of
Edwin R. Barfield, SR/WA
Eminent Domain Specialist**

**Right-of-Way Project Management • Acquisition • Public Relations
Right-of-Way / Engineering Design Coordination • Appraisal Review
Access Management Solutions • Appraisal • Litigation Support**

Professional Experience

Real Estate Consultant specializing in public project acquisitions and eminent domain, 2007 to present. Over 35 years of experience in appraisal, appraisal review, negotiation, eminent domain, and project engineering design support has given Mr. Barfield a unique perspective into how to maintain the synergistic relationships between each of these disciplines. Services provided include: acquisition project management, resolution of acquisition issues during the design phase to reduce design, construction and acquisition costs; preparation of realistic acquisition cost estimates for reliable cost-benefit analysis by proper recognition of potential damages to affected properties and/or businesses; relocation plan needs assessment; Uniform Act compliant residential and business relocations; advanced and continuing coordination with stakeholders (property/business owners, city/county/utility representatives) affected by a public improvement project; acquisition negotiations and closings; preparation of well supported settlement justifications and pre-suit packages; appropriately and adequately supported narrative appraisals and appraisal reviews; expert testimony as required. Serve as a Value Adjustment Board Special Magistrate for Orange (2010 – 2020), Osceola (2012 – 2020) and Citrus Counties (2015 - 2018).

Special Projects Coordinator for the Florida Department of Transportation, District 5, from 2003 to 2007. Mr. Barfield assisted the Department and consultants on various project right-of-way issues. Duties included coordination with FDOT Project Managers and consultants to determine the right-of-way needs for all non-interstate and some interchange road improvement projects. Instrumental input into the identification and selection of retention pond sites, access management, and other right-of-way acquisition matters in a manner that met the Department's needs while being the most effective in reducing costs and meeting project schedules. Conducted desk reviews of plans and proposed right-of-way acquisitions with design consultants. Proposed parcels for advanced acquisition in rapidly developing areas where the early acquisition would result in substantial cost savings to the Department and participated in the advanced acquisition of these parcels. Field inspected projects to determine appraisal problems, and reviewed right-of-way maps and construction plans to recommend changes that could reduce acquisition costs and eliminate or reduce potential severance or business damages. Coordinated with Right-of-Way Administration on all non-interstate and some interchange projects to assist and develop strategies for right of way acquisition. Advance coordination with local governments and property owners impacted by projects to resolve issues related to setbacks, variances and condemnation ordinances. Performed other related work as requested or required.

Senior Appraiser for the Florida Department of Transportation, District 5, from 1991 to 2003. Responsible for the preparation of appraisals for roadway improvement project parcel acquisitions. Reviewed appraisals prepared by staff and fee appraisers to assure compliance with USPAP and FHWA Regulations, FDOT Supplemental Standards and Procedures, and contract requirements. Attended court hearings, orders of takings and trials, provided expert appraisal support in preparation for litigation, and testified as an expert witness as requested by eminent domain counsel.

Staff Appraiser with Hastings & Associates Ltd., Inc., a real estate appraisal and consulting firm in Orlando, Florida, from 1987 to 1991. Specialized in the preparation of narrative appraisal reports for attorneys and condemning authorities in the Central Florida area.

Professional Affiliations

Florida State Certified General Real Estate Appraiser (No. RZ2594 – Issued 7/2002 - Exp. 11/2024)
Florida Real Estate Commission - Broker (No. BK0450961 – Issued 3/1991 - Exp. 3/2025)
International Right of Way Association - SR/WA Designation (No. 02676728)
Notary Public, State of Florida (No. 1324586)

Education

Graduate of the University of Florida, Gainesville, Florida, with a Bachelor of Science in Real Estate and Urban Economics, 1987.

Courses and Seminars

Society of Real Estate Appraisers:

Course 102	Applied Residential Property Valuation
Course 101	Introduction to Appraising Real Property

Appraisal Institute:

Course 1B-A	Capitalization Theory and Technique, Part A
Course 1B-B	Capitalization Theory and Technique, Part B
Course SPP-A	Standards of Professional Appraisal Practice, Part A
Course SPP-B	Standards of Professional Appraisal Practice, Part B
Course 4	Litigation Valuation
Seminar	Hotel/Motel Valuation and Investment
Seminar	Appraisal of Interim Use Properties
Seminar	Review Appraisal, Part B
Seminar	Appraisal Review
Course 550	Advanced Applications
Course 520	Highest and Best Use and Market Analysis
Course 530	Advanced Sales Comparison and Cost Approaches
Course 410	Standards of Professional Appraisal Practice
Seminar	Rates, Ratios, and Reasonableness
Course 540	Report Writing and Valuation Analysis
Course 420	Standards of Professional Appraisal Practice, Part B
Seminar	Florida Condemnation Valuation and Appraiser Liability
Seminar	Appraising Manufactured, Modular, & Mobile Housing
Course 710	Condemnation Appraising: Basic Principles and Applications
Course 720	Condemnation Appraising: Advanced Topics and Applications
Seminar	General Demonstration Report Writing
Course 430	Standards of Professional Practice, Part C
Seminar	Florida Core Law Update
Seminar	The Road Less Traveled: Special Purpose Properties
Seminar	Residential Site Valuation and Cost Approach
Seminar	Case Studies in Commercial Highest & Best Use
Seminar	Business Practices and Ethics
Seminar	Appraising the Appraisal
Seminar	That's Logistics: The Valuation of Warehouses

International Right of Way Association:

Course 901	Engineering Plan Development and Application
Course 401	The Appraisal of Partial Acquisitions
Course 101A	Principles of Real Estate Appraisal
Course 101E	Principles of Real Estate Engineering
Course 101L	Principles of Real Estate Law
Course 101N	Principles of Real Estate Negotiation
Course 802	Legal Aspects of Easements
Course 403	Easement Valuation
Course 407	Valuation of Contaminated Properties
Course 803	Eminent Domain Law Basics for R/W Professionals
Course 301	Leadership Skills for Right of Way and Real Property
Course 500	Uniform Relocation Assistance Act - Executive Summary
Course 104	Standards of Practice for the Right of Way Professional
Course 202	Interpersonal Relations in Real Estate
Course 201	Communications in Real Estate Acquisition
Course 214	Skills of Expert Testimony
Course 603	Understanding Environmental Contamination in Real Estate
Course 500	Uniform Relocation Assistance Act - Executive Summary
Course 502	Business Relocation
Course 140	Principles of Wireless Site Development
Seminar	Comprehensive SR/WA Study/Review Session & Exam
Conference	Valuation/Estimating/Construction Plans
Conference	Utilities/Right of Way Projects
Course 303	Managing the Consultant Process
Course 103	Ethics and the Right of Way Profession
Course 105	The Uniform Act Executive Summary
Course 903	Underground Infrastructure Panorama
Course 104	Standards of Practice for the Right of Way Professional
Course 701	Property Asset Management and Leasing
Course 304	When Public Agencies Collide
Course 801	United States Land Titles
Course 205	Bargaining Negotiations
Symposium	Transportation, Environment & Conservation in Florida
Webinar	The Pre-Condemnation Process: Pointers & Perspectives
Webinar	Construction Plans Made Easy and Surveying Technology for R/W Projects
Course 218	Right of Way Acquisition for Electrical Transmission Projects
Webinar	Asset Management
Webinar	Temporary Possessions/Occupations for Infrastructure Projects
Course 102	Elevating Your Ethical Awareness
Course 411	Appraisal Concepts for the Negotiator

American Society of Appraisers:

Course MTS201	Introduction to Machinery & Technical Specialties Valuation
Course MTS202	Machinery & Technical Specialties Valuation Methodology

Other Courses & Seminars:

The Time Value of Money - Dave Smith's HP-12C Cash Flow Seminar
Expert Witness Seminar - FDOT

Other Courses & Seminars (continued):

Appraisal and Review for Federal Aid Highway Projects - FHWA
Appraisal and Review for Federal Aid Highway Projects - FHWA
Advanced Real Estate Investment Analysis - Bert Rodgers 30-Hour Post Licensing Course
for Florida Real Estate Brokers
Real Estate Brokerage Management - Bert Rodgers 30-Hour Post Licensing Course
for Florida Real Estate Brokers
F.R.E.C. AB-II Appraisal Certification Course
Basic Metric Seminar - Daytona Beach Community College
Electronic Property Data and Maps Seminar - Experian
Commercial Cost Estimating Seminar - Marshall & Swift
Appraisal Practices for Valuation of the Commercial/Retail Site and Its Signage –
The Signage Foundation
Uniform Standards of Professional Practice - Professionals Development Source, Course A200
Reviewing the Narrative Appraisal - Professionals Development Source, Course A215
Going to Trial Expert Witness for Appraisers - Professionals Development Source, Course A208
Uniform Standards of Professional Appraisal Practice/Law Update
Basic Internet - Stetson University
Basic Word - Stetson University
Business Damage Presentations - FDOT
Appraisal Review Part B - FDOT
Real Estate Education Specialists State Exam Prep Course
National Highway Institute Course 141035 - Eminent Domain Training For Attorneys
& Appraisers
Karrass Negotiations Course
Access Management Resource Manual Training Course
Quality/Level of Service Training
How to Handle People with Tact and Skill
Right of Way Considerations for Designers
Introduction to Access Management
Median Handbook Overview
Project Management Concepts and Principles, Partnering/Teambuilding Workshop,
Quality Assurance/Quality Control, and Ethics
Work Program Administration, Consultant Procedures, Negotiation, Documentation, Contract Funds
Approval & Encumbrances, and Invoice Processing PD&E Process (Preliminary Engineering
Report, Project Management, Life Cycle Cost Analysis, Class of Action Determination, Required
Coordination, Required Level of Analysis, Value Engineering, Scheduling, Quality Control, Public
Involvement, Re-evaluations) and Major Environmental Concerns
National Highway Institute Advanced Relocation Course
FDOT Design Update Training
FDOT Supervisors Academy
Public Speaking: Stand and Deliver
Floodplain Development Training
Advanced Appraisal Review
National USPAP Update Course
FICE Design Conference
Leadership Series - *7 Habits of Highly Effective People*
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)

Other Courses & Seminars (continued):

FDOT Management Academy
Media Relations (FDOT)
Managing Multiple Priorities Seminar
Access Management for Corridors
ADA for Roadway Design
Introduction to Teamwork
Effective Leadership Skills
Real Estate Transactions Made Painless and Efficient
Advanced Appraisal Review
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)
Supervisor and Trainee Appraiser Rules and Roles
Florida Core Law Update (3-hour)
Common Errors and Issues in Appraising
Appraisal Project Management
National USPAP Update Course (7-hour)
Florida Core Law Update (3-hour)
Appraisal Review of Residential Properties
Green in Residences and Appraisal
Methodology and Application of Sales Comparison Approach
National USPAP Update Course (7-hour)
Appraisal Review "B"
Florida Core Law Update (3-hour)
How to Appraise a Business
Florida Broker Continuing Education (14-hour)
Commercial Land Valuation
The Fundamentals of Appraiser Luxury Homes
Introduction to Expert Witness Testimony for Appraisers

FDOT Certified Instructor: Fundamentals of Maps and Plans Reading Course (2001-2008)

Property types appraised and reviewed include:

Retail	Residential subdivision	Vacant industrial
Office	Vacant single-family residential	Improved industrial
Restaurant	Single-family residence	Partial interest
Office Condo	Multi-family residential	Mobile-Home Park
Convenience/gas station	Vacant multi-family residential	Agricultural
Vacant commercial/office	Interim use	Church

Range of Services Provided on the Following Public Projects

Right-of-way acquisition cost estimates; relocation needs assessment; appraisal; appraisal review; Engineering design support; owner/attorney and agency coordinations; Eminent Domain Relief Ordinance adoption; public relations; acquisition impacts and issues resolution during design; resolution of access management issues; Federal and State compliant acquisitions by voluntary donation or purchase; Right-of-Way Project Management. (* Denotes a R/W Design Support and R/W Acquisition Project)

CR 46A Sidewalk (LAP - Old Lake Mary Road to just east of the SunRail crossing, Seminole County)*
SR 434 Intersections Study (LAP - Rangeline Rd. to CR 427 Intersections, Seminole County)
CR 426 Safety Improvements (LAP - Division St. to SR 46, Seminole County)
SR 46 Gateway Sidewalk and Multi-Use Path (LAP - Reinhart Rd. to MLK Blvd., Seminole County)*
Dean Road Study (Orange County Line to SR 426, Seminole County)*
Seminole-Wekiva Trail (LAP -SR 436 to SR 414, Seminole County)*
Longwood-Markham Road Trail (Markham Road to SR 46, Seminole County)
CR 46A and Orange Boulevard Intersection (Seminole County)
Wirz Park Trail 1 & 3 (LAP) & Trail 2 (City of Casselberry)*
CR 466A (US 301/SR 35 to Powell Road/CR 462, Sumter County)*
South Lake Trail III (LAP) Project (Clermont to Groveland, FL, Lake County)
Dean Road (Seminole County)
Oakland Drainage Improvements (Town of Oakland)*
CR 466 (US 301/SR 35 to CR 209, Sumter County)*
North Hancock Road Extension (Clermont to Minneola, FL, Lake County)
CR 468 – WRA Site (Sumter County)
Mount Dora Eastern Utility Extension on SR 46 (City of Mount Dora)*
Kissimmee Drainage Improvement (City of Kissimmee)
International Speedway Boulevard Streetscape Study (City of Daytona Beach)
CR 468 Roadway (Sumter County)*
Utility Encroachment in Cemetery (Town of Oakland)
Sand Lake Road/SR 434 Feasibility Study (Seminole County)
Community Gardens (Town of Oakland)
Kissimmee Trail Grade-Separated Crossing of JYP (LAP - City of Kissimmee)*
Oakland Utility Easement Projects (Town of Oakland)*
Shingle Creek Trail (LAP - Oak Ridge Road to Sand Lake Road, City of Orlando)*
CR 462 (US 301 to CR 466A, Sumter County)*
Mount Dora Utility Relocations on US 441 (City of Mount Dora)*
SR 87 PD&E Study (SR 87 S/US 90 to SR 87 N., FDOT in Santa Rosa County)
Osceola Pkwy Feasibility Study (Boggy Creek Rd. to Narcoossee Rd., Osc. Exp. Auth./Turnpike Enterprise)
US 90/SR 10 PD&E Study (Glover Lane to SR 87 South, FDOT in Santa Rosa County)
Motamassek Road (Town of Oakland)
Grace Lake Sinkhole (Seminole County)
Osceola Parkway - Phase 1 and 2 PD&E Study (Boggy Creek Rd. to East of Narcoossee Road and to SR 417, Osceola County Expressway Authority)
Suncoast Parkway – Mitigation Parcels in Levy, Hernando and Citrus Counties (Turnpike Enterprise)
Surplus Parcel in Osceola County (Turnpike Enterprise)
Mount Dora Britt Road Utility Extension (City of Mount Dora)*
Tandem Truck Trailer Alternatives in Orange County and Osceola County Study (Turnpike Enterprise)
Oakland Quiet Title for Abandoned R.R. R/W and Utility Easement Acquisitions (Town of Oakland)
Gopher Tortoise Relocations (City of Mount Dora)

Public Projects (continued):

Simpson Road Study (Turnpike Enterprise)
Lake Monroe Loop Trail Study (Seminole County)*
Beardall Avenue, Marquette Road and Ohio Avenue Parcels (Sanford-Orlando Airport Authority)
US 17-92 Mast-Arms (LAP - Seminole County)*
Mount Dora Round Lake Road Lift Station (City of Mount Dora)*
Airport Boulevard Sidewalk Improvements (Seminole County)*
Wymore Road (Seminole County)*
Wolf Branch Road Utility (City of Mount Dora)*
E.E. Williamson Trail and Sidewalk (Seminole County)*
Downtown Parking Study and Acquisition (City of Mount Dora)
R.R. Right of Way Valuations and Quiet Title – Multiple Parcels (Town of Oakland)
SR 292 Study – Phases 1 and 2 (District 3)
Lake Saunders (City of Fruitland Park)
Britt Road Utility (City of Mount Dora)*
Shingle Creek Trail Construction Access Easements (City of Orlando)
Dogwood Mountain (City of Mount Dora)
North US 17-92 Utility Relocations (City of Maitland)*
South US 17-92 Utility Relocations (City of Maitland)*
Suncoast Parkway – Mitigation Parcels in Alachua and Levy Counties (Turnpike Enterprise)
Round Lake Road Utility (City of Mount Dora)*
French Avenue Trail (City of Orange City)*
Round Lake Road Advance Acquisition (City of Mount Dora)
Dommerich Sidewalk (City of Maitland)*
Fire Station Nos. 35 and No. 36 (City of Mount Dora)
Hillview Drainage (Seminole County)
Horatio Avenue/Maitland Avenue Mast-Arm (City of Maitland)
East Altamonte Sidewalk (Seminole County)
Lake-Orange Connector Study (Central Florida Expressway Authority)
Osceola Parkway Extension Study (Central Florida Expressway Authority)
Poinciana Parkway Study (Central Florida Expressway Authority)
Mitchell Hammock Road at SR 434 Turn Lane Addition (City of Oviedo)
Fire Station No. 39 (Seminole County)
Sandspur Road Trail (City of Maitland)
Orange Boulevard Study (Seminole County)*
Country Club of Mount Dora Utility (City of Mount Dora)*
Sanlando Sidewalk (Seminole County)
Oakland Avenue Roundabout (Town of Oakland)
Sand Lake Road Study (Seminole County)*
Mullet Lake Park Road Drainage (Seminole County)
Lake Destiny Drainage Outfall (Seminole County)
Dommerich Hills Street Lighting (City of Maitland)
SR 434 to Cross-Seminole Trail Study (Seminole County)
Miller Road Bridge (Seminole County)*
Slavia Road Study (Seminole County)
Mohican Trail Sidewalk (City of Maitland)*
Nebraska Avenue Bridge (Seminole County)*
Partin Settlement Road Study (Osceola County)
Oxford Road Utility (Seminole County)

Public Projects (continued):

Poinciana Road Study (Osceola County)
Sand Lake Road (Seminole County)
Lake Monroe Loop Trail (Seminole County)
Seminole-Wekiva Trail Grade Separated Crossing at SR 436 and SR 434 Study (Seminole County)
Lake of the Woods Regional Stormwater (Seminole County)
Nolan Road Bridge (Seminole County)*
Hillview Drive (Seminole County)*
Orange Boulevard (Seminole County)*
Oakland Trail Spur (Town of Oakland)
Howell Creek Lane Bridge (Seminole County)
Goldie Manor Sidewalk (Seminole County)
Lake Mary Boulevard at Country Club Road (Seminole County)*
Old Lake Wilson Road Study (Osceola County)
Deltona Activity Center (City of Deltona)
Seminole-Wekiva Trail Grade Separated Crossings at SR 434 and SR 436 (Seminole County)
Waycross Lift Station Replacement (City of Deltona)
Old Lake Mary Road Sidewalk (Seminole County)*
Riverview Avenue Drainage and Sidewalk (Seminole County)*
Water Treatment Plant (City of Deltona)
Truss Plant (Sanford-Orlando Airport Authority)
Midway Drainage (Seminole County)
Willow Avenue Drainage (Seminole County)*
Camp Lamitchee (City of Deltona)
Southport Connector Study (Central Florida Expressway Authority)
Fire Station 23 (Seminole County)
Independence Lane (City of Maitland)
Lift Station No. 7 (City of Maitland)
Lockwood Sewer (Seminole County)
Slavia Road (Seminole County)
SR 417 – Orlando-Sanford Airport Connector Study (Central Florida Expressway Authority)



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 4.

Meeting Date: May 1, 2024

Department: Parks and Recreation

SUBJECT:

Joint Use Agreement between the City of Apopka and the School Board of Orange County, FL

REQUEST:

Authorize the Joint Use Agreement between the City of Apopka and the School Board of Orange County, FL

SUMMARY:

The City of Apopka has a strong standing relationship with the Orange County Public School system and views the schools located in and surrounding Apopka as a vital piece of the community. The Orange County Public Schools and the City of Apopka approached this new agreement as a cooperative effort to maximize the ability for recreation facilities owned by each to be utilized by the other, without duplication of efforts and capital expenditures. Over the past many months, staff from the Parks and Recreation Department have worked closely with staff from Orange County Public Schools to develop a new joint use agreement to allow the shared use of city-owned and school board-owned recreation facilities. The new agreement establishes a fair and equal process for either party to have a license to use the other party's recreational facilities, for recreation programming or school athletic programs.

The agreement brings tremendous value and opportunity to the Apopka community, as it will allow the Parks and Recreation Department the ability to utilize indoor gymnasium space, without having to construct a City gymnasium. Access to the gymnasium space will allow staff to begin developing and implementing new athletic programming, such as youth/adult indoor basketball, volleyball, and dodgeball.

As part of this agreement, the City and the Orange County School Board committed to ensure no charges or fees be charged to either party for use of recreational facilities provided at the locations identified in Exhibit "A" School Board Facilities and Exhibit "B" City Facilities. The term of the agreement is set for an initial five (5) year period, with the agreement automatically renewing for three (3) additional five (5) year terms, unless either party provides written notice of their intent to terminate the agreement at least ninety (90) days prior to the expiration of the initial term or renewal term. The Parks and Recreation staff are excited to have this agreement ready for approval and look forward to the many new program opportunities the approval of this joint use agreement will bring to the Apopka community.

FUNDING SOURCE:

n/a

RECOMMENDED MOTION:

Staff recommend authorization of the Joint Use Agreement between the City of Apopka and the School Board of Orange County, FL

ATTACHMENTS:

1. Joint Use Agreement - Apopka and OCPS 2024

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (hereinafter defined) between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporation body and political subdivision of the State of Florida, with its principal offices at 445 West Amelia Avenue, Orlando, Florida 32801 (hereinafter referred to as the “School Board”), and **CITY OF APOPKA**, a municipality duly enacted under the laws of the State of Florida, with its principal offices at 120 East Main Street, Apopka, Florida 32703 (“City”).

WITNESSETH

WHEREAS, the City and the School Board are interested in and concerned with the development and provision of adequate parks and recreational facilities for their respective use for physical education programs and for the recreational enrichment, human development, and well-being of the students and people of the local community; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes local governmental entities to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and, thereby, to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the School Board owns land and facilities located within Orange County that serve students residing within the jurisdictional limits of the City of Apopka. Those facilities are more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (“School Board Facilities”); and

WHEREAS, the City owns athletic, recreational and performance space facilities as more particularly described on **Exhibit “B”** attached hereto and incorporated herein by reference (“City Facilities”); and

WHEREAS, a cooperative effort between the City and the School Board will enable School Board Facilities and City Facilities to be utilized without duplication of efforts and expenditures; and

WHEREAS, the City has agreed to permit the School Board to utilize certain City Facilities for physical education and athletic practices, subject to the terms and conditions contained herein; and

WHEREAS, the School Board agrees to permit the City to utilize certain School Board Facilities for special events and activities either hosted or sponsored by the City (collectively, the “City Events”); and

WHEREAS, the School Board and the City wish to enter into this Agreement, to set forth the terms and conditions regarding use and maintenance of the School Facilities during use by City and regarding use and maintenance of the City Facilities during use by School Board; and

WHEREAS, the School Board and the City desire that this Agreement supersede any and all previous agreements.

Now Therefore, for and in consideration of the mutual covenants, terms and provisions hereof, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the School Board and the City hereby covenant and agree to and with each other as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. **Definitions.** As used in this Agreement, the following words shall have the following meaning:

a. “Principal” means individually the principal of a School or collectively, the principals of the Schools.

b. “School Term” means and includes days during which student classes are regularly scheduled, but shall not include Saturdays, Sundays, holidays or breaks during which time classes are not in session, with the exception of scheduled School-related activities or functions that occur on such days; specifically, “School Term” shall not include winter break, spring break or summer vacation.

c. “School Hours” shall mean regular school hours beginning at the start of the school day and continuing until 4:30 p.m. Monday through Friday during the School Term, or as may be amended by the School Board.

3. **License to Use School Facilities.** The School Board hereby grants to the City a license to occupy and use, subject to availability and the terms and conditions contained herein, those certain facilities within the Schools more particularly depicted on **Exhibit “A”** attached hereto and incorporated herein, subject to the restrictions set forth in Section 6 hereof (collectively, “School Facilities”). The City Events Schedule shall be entered by City as reservations in the Facilitron platform which is used by School Board for the scheduling of School Board Facilities. The City reservation shall set forth the date, time, location and event name of each such event. If the School Facility requested and School Board staff are available to supervise and or clean during the City Event, the Facilitron reservation will be approved by the School Board.

4. **License to Use City Facilities.** The City hereby grants to the School Board a license to occupy and use for sports, arts, and other activities (collectively, the “School Sanctioned Activities”), subject to the terms and conditions contained herein, certain City Facilities during the

School Term. These uses are to be scheduled with the City of Apopka Parks and Recreation Department at least ten (10) days in advance of the date of the requested use either by telephone, email, or U.S. Mail, or other reservation system the City may implement, subject to the restrictions set forth in Section 6 hereof.

5. **Term.** The term of this Agreement shall be for an initial term of five (5) years (“Initial Term”). This Agreement may be automatically renewed for three (3) additional five (5) year terms (hereinafter referred to as the “Renewal Term”). Each Renewal Term shall automatically commence on the day after the termination of the preceding term and shall end five (5) years therefrom, unless either party hereto provides written notice to the other party at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, of their intent to terminate this Agreement.

6. **Restrictions on Usage of School Facilities and City Facilities.** School Board shall control, through the Facilitron platform, scheduling the use of the School Facilities by City and City shall control scheduling of the use of the City Facilities by School Board at all times in accordance with the following:

a. The City usage of the School Facilities shall be limited to those certain reservations that are submitted by the City through the Facilitron platform at www.facilitron.com/ocps32801 and subsequently approved by School Board. Said reservations and activities shall not occur during School Hours. Reservations should be submitted no less than thirty (30) days prior to the requested date of use. School Board will review the reservations and approve uses when the School Board Facility is not being used for school functions and when the necessary school staff are available to supervise said reservation.

b. The City shall restrict the public’s usage or usage by any Third-Party User (hereinafter defined) of the City Facilities when City Facilities are being used by School Board. Reservations should be submitted no less than thirty (30) days prior to the requested date of use. City will review the reservations and approve uses when the City Facility is not being used for City or other functions and when the necessary City staff are available to supervise said reservation.

c. Subject to the limitations set forth herein, the School Board shall have the exclusive right and privilege of using or authorizing other third-party users, organizations, parties, entities, vendors or any other third party to use the School Facilities (collectively, “Third Party User”), or any portion thereof, for any use not otherwise inconsistent with the use of the School Facilities during the City Events Schedule. In the event the School Board enters into any agreement or understanding with a Third-Party User for the School Facilities, the School Board shall have the exclusive right to retain all proceeds from the use of the School Facilities by the Third-Party User.

d. Subject to the limitations set forth herein, the City shall have the exclusive right and privilege of using or authorizing other Third-Party Users to use the City Facilities, or any portion thereof, for any use not otherwise inconsistent with the use of the City Facilities by

the School Board. In the event the City enters into any agreement or understanding with a Third-Party User for the City Facilities, the City shall have the exclusive right to retain all proceeds from the use of the City Facilities by the Third-Party User.

e. The City shall have the right to use the areas identified as “Parking” on **Exhibit “C”** attached hereto and incorporated herein by reference for parking for the City Events; provided; however, City shall (i) have appropriate personnel directing and managing vehicles, traffic and parking; and (ii) in the event of inclement weather, redirect traffic in accordance with School Board’s direction to minimize damage to the School Facilities Uses for parking must be submitted as reservations through the Facilitron platform as described in paragraph 6.a. above.

7. **Maintenance of Facilities.**

a. **Maintenance of School Facilities.** School Board shall be responsible for the custodial, maintenance, repair and replacement of the Schools and all School Facilities located thereon. City shall be responsible for ensuring that all portions of School Facilities are kept in a clean and neat condition during and after the City’s use of said School Facilities. City shall clean the School Facilities upon which trash or litter has been left during the City’s use. In the event the School Facilities are damaged or destroyed, beyond reasonable wear and tear, by or as a result of the City’s or public’s use of the School Facilities for City events, the City shall be responsible for reimbursing the School Board for any and all reasonable costs associated with repairing, replacing or maintaining any such damaged areas in accordance with Section 7.c. hereof.

b. **Maintenance of City Facilities.** City shall be responsible for the custodial, maintenance, repair and replacement of the City Facilities. School Board shall be responsible for ensuring that all portions of City Facilities are kept in a clean and neat condition during and after the School Board’s use of said City Facilities. At the end of each School Sanctioned Activity, School Board shall clean the City Facilities upon which trash or litter has been left during the School Board’s use. In the event the City Facilities are damaged or destroyed, beyond reasonable wear and tear, by or from the School Board’s use of the City Facilities for the School Sanctioned Activities, the School Board shall be responsible for reimbursing the City for any and all reasonable costs associated with repairing, replacing or maintaining any such damaged areas in accordance with Section 7.c. hereof.

c. **Maintenance Request.** In the event the City or School Board fail to maintain, repair or replace the School Facilities or City Facilities (collectively, “Facilities”) in accordance with their maintenance or custodial obligations herein, the School Board or City, as applicable, shall promptly provide written notice to the party failing to conduct such maintenance (“Responsible Party”) outlining any deficiency, defective or damaged condition, area in disrepair or in need of maintenance or custodial services (collectively, “Maintenance Issue”) in or about the Facilities (“Maintenance Request”). Within thirty (30) days of receipt of the Maintenance Request, the Responsible Party, at its sole cost and expense, shall repair, replace or maintain that certain portion of the Facilities and the Maintenance Issue more specifically identified and outlined in the

Maintenance Request. Notwithstanding the foregoing, in the event any Maintenance Issue shall constitute an emergency condition or impede the School Board's or City's ability to effectively utilize the Facilities, or any portion thereof, said party, acting in good faith, shall have the right to cure such Maintenance Issue upon such advance notice as is reasonably possible under the circumstances, or if necessary, without advance notice, so long as notice is given as soon as possible thereafter. In such event, the Responsible Party shall reimburse the party conducting the work for its reasonable costs of curing the Maintenance Issue ("Maintenance Cure Costs") within forty-five (45) calendar days following delivery to the Responsible Party of a demand for such reimbursement, which demand shall include reasonable documentation of such Maintenance Cure Costs. The right to cure the Maintenance Issue shall not be deemed to (i) impose any obligation, liability or responsibility on the party who is not deemed the Responsible Party to do so; (ii) render either of the parties liable to other party or any third party for an election not to do so; (iii) relieve the Responsible Party from any performance obligation hereunder; or (iv) relieve the Responsible Party from any indemnity obligation as provided in this Agreement.

8. **Improvements to the Facilities.** Except as otherwise provided in this Agreement, the City shall not construct or install any improvements in the Schools or School Facilities without the prior written consent of the School Board. Except as otherwise provided in this Agreement, the School Board shall not construct or install any improvements in the City Facilities without the prior written consent of the City. Any improvements approved in accordance with this paragraph and installed on the Facilities shall be (i) at the installing party's sole cost and expense; (ii) undertaken in a safe and prudent manner, and (iii) comply with all applicable federal, state, and county laws, regulations, and ordinances, and such permits that the City or School Board requires, with respect to the installation, repair, replacement, maintenance and use of Facilities. All improvements to the Facilities shall remain thereon and shall not be removed therefrom by either party unless prior written consent is obtained from the other party.

9. **Use Charges.**

a. School Board shall ensure that no charges shall be made by the School Board to the City for the conduct and administration of City Events and no cost, expense or financial burden shall be imposed upon the City by School Board for or arising from the City's use of School Board Facilities.

b. City shall ensure that no charges shall be made by the City to the School Board for the conduct and administration of the School Sanctioned Activities at the City Facilities and no cost, expense or financial burden shall be imposed upon the School Board by the City for or arising from the conduct of such programs.

10. **Standards of Use.** In addition to the other covenants and undertakings set forth herein, City and School Board hereby agree the following standards of use shall govern the City's use of the Facilities:

a. **Supervision Responsibilities.** City, at its sole cost and expense, shall be solely responsible and liable for providing adequate personnel, staffing or volunteers to ensure

the proper supervision of any guests, invitees, visitors, parents, participants, students, employees, agents or contractors on or about the School Facilities as a result of, directly or indirectly, the City's use of the School Facilities in accordance with the terms of this Agreement, or any ancillary use thereof, or any actions of the agents, employees, staff or vendors of the City, regardless whether such presence on or about the Schools occurs prior to, during or after the City Events. City shall exercise reasonable efforts to prevent its representatives, participants, guests and invitees from performing any disorderly conduct or committing or maintaining any nuisance on the School Facilities, violating School Board policies or rules, or using the School Facilities, or any portion thereof, in any way so as to interfere with the operation of the educational activities of the Schools, the exercise by other licenses or privileges which the School Board may grant in the Schools, or persons residing near the School. School Board, at its sole cost and expense, shall be solely responsible and liable for the providing adequate personnel, staffing or volunteers to ensure the proper supervision of any guests, invitees, visitors, parents, participants, students, employees, agents, or contractors on or about the City Facilities as a result of, directly or indirectly, the School Board's use of the City Facilities in accordance with the terms of this Agreement, or any ancillary use thereof, or any actions of the agents, employees, staff or vendors of the School Board. School Board shall exercise reasonable efforts to prevent its representatives, participants, guests and invitees from performing any disorderly conduct or committing or maintaining any nuisance on the City Facilities, violating City policies or rules, or using the City Facilities, or any portion thereof, in any way so as to interfere with the operation of the activities of the City on the City Facilities, the exercise by other licenses or privileges which the City may grant in the City Facilities, or persons residing near the City Facilities.

b. Incident Reports. Either party shall provide written notice to the other party on the first business day after an incident resulting in bodily injury or death to any persons, or after any damage or vandalism to property of the City or School Board. The notice must include details of the time, place, and circumstances of the incident, and the names and addresses of any person(s) involved in or who witnessed the incident.

c. Compliance with Rules and Regulations. The parties, at their sole cost and expense, shall comply with and abide by all laws, ordinances, rules, regulations, policies, directives and procedures of the School Board, State of Florida, federal government, Orange County, City, and any other governmental entity having jurisdiction over the Schools, Schools Facilities, City Facilities, or any portion thereof, or the party's use of the Facilities in accordance with the terms of this Agreement, including, without limitation, all safety and security protocols, food service requirements, visitor registration requirements, any management directives governing the alterations to facilities, energy management directions and any and all requirements of the Jessica Lunsford Act, zoning, health and sanitary conditions, unless otherwise waived in writing by the other party.

d. Performance of Obligations. Each party shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by such party of its obligations hereunder.

e. Prohibition of Substances, Devices or Materials. Unless otherwise specifically agreed to by School Board or City in writing, the parties shall not allow or permit any the use, consumption, storage or possession of any of the following items on the School Facilities or City Facilities, by either party or their agents, participants, guests, or invitees: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons and firearms; (d) hazardous, flammable or explosive materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics; (e) animals; (f) amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices; or (g) any other substance, material or items prohibited by law or ordinances of fire insurance.

f. Removal of Property. City shall not remove or damage any School Board equipment or supplies from any portion of the School Facilities. School Board shall not remove or damage any City equipment or supplies from any portion of the City Facilities.

g. Complaints. City shall promptly address and respond to complaints of the general public in a reasonable time after the date the City is made aware of the complaint. School Board shall promptly address and respond to complaints of the general public in a reasonable time after the date the School Board is made aware of the complaint.

h. Discrimination. The parties shall manage and operate the Facilities and programs performed on the Facilities on a non-discriminatory basis.

i. Program Notices. At least twenty-four hours prior to public distribution, City shall provide Principal with copies of any notices or information regarding the programs it conducts on the School Facilities.

11. Indemnification and Insurance.

a. City's Insurance and Indemnification. City shall exercise its rights and privileges hereunder at its own risk and expense. Through the term of this agreement, City shall maintain general liability insurance or self-insurance in compliance with the limits provided in Section 768.28, Florida Statutes. Upon request by School Board, City shall furnish evidence of such insurance or self-insurance to School Board. For actions attributable to the exercise of its rights under this agreement, City will indemnify and hold harmless School Board, its agents, employees and elected officials to the extent provided in Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this indemnification shall survive any termination of this agreement.

b. School Board's Insurance and Indemnification. School Board shall exercise its rights and privileges hereunder at its own risk and expense. Through the term of this agreement, School Board shall maintain general liability insurance or self-insurance in compliance with the limits provided in Section 768.28, Florida Statutes. Upon request by City, School Board shall

furnish evidence of such insurance or self-insurance to City. For actions attributable to the exercise of its rights under this agreement, School Board will indemnify and hold harmless City, its agents, employees and elected officials to the extent provided in Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this indemnification shall survive any termination of this agreement.

12. **Notice.** Any notices which may be permitted or required hereunder shall be in writing, unless otherwise specifically allowed to be by given by telephone, and shall be deemed to have been duly received as of (i) the date and time the same are personally delivered, transmitted electronically (i.e., facsimile or e-mail); (ii) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (iii) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

School Board: The School Board of Orange County, Florida
Facilities Services, Real Estate Management Department
6501 Magic Way, Building 200
Orlando, Florida 32803
Telephone: (407) 317-3700

With a copy to: The School Board of Orange County, Florida
Office of the General Counsel
445 West Amelia Street
Orlando, Florida 32801
Telephone: (407) 317-3700
Facsimile: (407) 317-3751

City: City of Apopka
Parks and Recreation Department
310 Jason Dwelley Parkway
Apopka, FL 32712
Telephone: (407) 703-1784

With a copy to: City of Apopka
City Administrator's Office
120 E Main Street
Apopka, FL 32703
Telephone: (407) 703-1700
Facsimile: (407) 703-1705

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

13. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last of the parties hereto signs this Agreement (“Effective Date”).

14. **Modifications and Amendments.** This Agreement may be amended upon the mutual written consent of the parties hereto. The School Board does hereby confer upon the Superintendent, or Superintendent’s designee, the authority to amend this Agreement, or provide any consent or notice hereunder, without formal School Board approval, provided such amendment, notice or consent does not substantially alter or modify the terms herein. The right to amend or provide consent delegated to the Superintendent shall include the right of the Superintendent to execute any other agreement, notice, request or documentation resulting from the agreements set forth herein and consistent with the terms and conditions of this Agreement. If, in the sole judgment of School Board, such amendment, notice or consent does substantially alter or amend this Agreement, then School Board shall have the option of declaring the amendment void *ab initio*, thus rendering the amendment without any legal force and effect. Amendments to this Agreement, which shall conclusively be presumed not to substantially alter or modify the terms hereof, are those, which concern the scheduling of hours of use of the School Facilities. Amendments to this Agreement which shall conclusively be presumed to substantially alter or modify the terms hereof are those which concern maintenance obligations of the parties and those which involve monetary obligations.

15. **Defaults and Remedies.**

a. **Default by City.** In the event City breaches any provision contained herein or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by City under the terms and provisions of this Agreement and does not remedy the failure within thirty (30) days after receipt by the City of written demand from the School Board to do so unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the City shall commence such cure within such thirty (30) day period and diligently proceed to cure the breach, provided that in any event, the breach shall be cured within sixty (60) days after receipt from the non-defaulting party, the School Board, in School Board's sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to School Board at law and in equity, including without limitation the right of specific performance; or (ii) terminate this Agreement with only thirty (30) days prior written notice. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

b. **Default by the School Board.** In the event the School Board breaches any provision contained herein or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by the School Board under the terms and provisions of this Agreement and does not remedy the failure within thirty (30) days after receipt by School Board of written demand from the City to do so unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the School Board shall commence such cure within such thirty (30) day period and diligently proceed to cure the breach, provided that in any

event, the breach shall be cured within sixty (60) days after receipt from the non-defaulting party, City, in City's sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to City at law and in equity; or (ii) terminate this Agreement with only thirty (30) days prior written notice. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

16. **Termination or Suspension.** Except as otherwise specified herein, School Board or City may terminate or suspend this Agreement without cause upon ninety (90) days prior written notice to the other party. In the event of such termination, cancellation or suspension, all rights, obligations and liabilities created thereunder shall be deemed null and void and of no further force and effect.

17. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party to the extent incorporated into this Agreement.

18. **Waiver.** The failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall not constitute a waiver of either party's right to demand exact compliance with the terms hereof.

19. **Legal Construction.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

20. **Governing Law and Venue.** Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

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

22. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the School Board's sovereign immunity, or any defenses thereto, of the State of Florida, or its agencies, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the School Board or City to be sued.

23. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

24. **Relationship of Parties.** This Agreement is solely for the benefit of the parties executing the Agreement, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

25. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

26. **Participation.** All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

27. **Third Party Beneficiary.** Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

28. **Timing.** Time is of the essence in this Agreement.

29. **Headings.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOWING]

IN WITNESS WHEREOF, School Board and the City have hereunto caused these presents to be executed the day and year first above written.

“CITY”

Signed, sealed and delivered in the presence of:

CITY OF APOPKA,
a municipality duly enacted under the laws of the State of Florida

Printed Name: _____

By: _____

Print Name: _____

Printed Name: _____

As: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by _____ as _____ of the City of Apopka, a municipality duly enacted under the laws of the State of Florida. He/she is personally known to me or produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name

Serial Number:

My Commission Expires:

[SEE FOLLOWING PAGE FOR SCHOOL BOARD’S SIGNATURE]

Signed, sealed and delivered in the

“SCHOOL BOARD”

presence of:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a public corporate
body and political subdivision of the State of
Florida

Print Name: _____

By: _____

Teresa Jacobs, Chair

Print Name: _____

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2024, by Teresa Jacobs,
Chair of The School Board of Orange County, Florida, a public corporate body and political
subdivision of the State of Florida, on behalf of The School Board. She is personally known to
me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name

Serial Number:

My Commission Expires:

WITNESSES:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a public corporate body
and political subdivision of the State of Florida

Print Name: _____

By: _____
Maria F. Vazquez, Ed.D.,
as its Superintendent

Print Name: _____

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2024, by Maria F. Vazquez,
Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate
body organized and existing under the Constitution and the laws of the State of Florida, on
behalf of The School Board. She is personally known to me or has produced
_____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name
Serial Number:
My Commission Expires:

Reviewed and approved by Orange County
Public School's Chief Facilities Officer

Approved as to form and legality by legal
counsel to The School Board of Orange County,
Florida, exclusively for its use and reliance.

Rory A. Salimbene
Chief Facilities Officer

Jad M. Brewer, Staff Attorney III
Planning and Real Estate

Dated: _____, 2024.

Dated: _____, 2024.

EXHIBIT "A"
SCHOOL BOARD FACILITIES

Apopka High School
Apopka Memorial Middle School
Kelly Park School
Wekiva High School
Wolf Lake Elementary School
Wolf Lake Middle School

EXHIBIT “B”
CITY FACILITIES

Apopka Amphitheater - Northwest Recreation Complex – 3710 Jason Dwelley Parkway, Apopka, FL 32712

Apopka Athletic Complex – 797 Wells Street, Apopka, FL 32703

Camp Wewa – 221 S. Binion Road, Apopka, FL 32703

Northwest Recreation Facility – 3710 Jason Dwelley Parkway, Apopka, FL 32712

EXHIBIT "C"





City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 1.

Meeting Date: May 1, 2024

Department: Community Development

SUBJECT:

Ordinance No. 3049 - First Reading - Annexation - Page properties

REQUEST:

Accept First Reading of Ordinance No. 3049 and hold it over for Second Reading and Adoption on May 15, 2024.

SUMMARY:

ZONING REPORT:

Direction	Future Land Use	Zoning	Present Use
North	City Mixed-Use	City MU-ES-GT (Mixed-Use East-Shore-Gateway)	Emerson Park subdivision
South	City Low Density Residential, County Rural, Institutional	City RSF-1B (Residential Single-Family District, Large-Lot), AG (Agriculture)	Single-family residential, Orange County Northwest Water Reclamation Facility
East	City Agriculture	City AG (Agriculture)	Residential
West	County Rural	County A-1, R-CE-2	Residential

The subject property is contiguous to the City limits on the east across Marden Road, and abuts property to the south that is located in the City that is accessed via Marden Road, and therefore, is eligible for annexation pursuant to Florida Statute 171.044. The proposed annexation shall be on the basis of the existing County Future Land Use and Zoning Designations. Assignment of a City Future Land Use and Zoning designation will occur at a later date, and through action by the City Council. The intent of the applicant is to annex the property into the City of Apopka to develop a residential subdivision.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County before any public hearing or advisory board. The City notified Orange County on February 23, 2024.

PUBLIC HEARING SCHEDULE:

May 1, 2024 – City Council (1:30 P.M.) – First Reading

May 15, 2024 – City Council (1:30 P.M.) – Second Reading and Adoption

DULY ADVERTISED:

April 18, 2024 – Apopka Chief

April 26, 2024 – Apopka Chief

DEVELOPMENT REVIEW COMMITTEE:

Recommends approval of the annexation of the property located north of W. Keene Road and west and east of Marden Road.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Accept First Reading of Ordinance No. 3049 and hold it over for Second Reading and Adoption on May 15, 2024.

ATTACHMENTS:

1. Ordinance No. 3049
2. Marden Rd-Keene Rd - Vicinity
3. Advertisement April 19

ORDINANCE NO. 3049

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY; OWNED BY THE JAMES H. PAGE LIFE ESTATE AND THE ANNETTE H. PAGE TRUST; LOCATED NORTH OF W. KEENE ROAD, AND WEST AND EAST OF MARDEN ROAD, COMPRISING 32.0 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the James H. Page Life Estate and the Annette H. Page Trust, owners thereof, has petitioned the City Council of the City of Apopka, Florida, to annex the property located at north of W. Keene Road, and west and east of Marden Road; and

WHEREAS, Section 171.044, Florida Statutes, provides that the City may annex property into its corporate limits upon voluntary petition of its owners, by passing and adopting an ordinance to annex said property at a regular meeting; and

WHEREAS, the City Council of the City of Apopka, Florida is desirous of annexing and redefining the boundaries of the municipality to include the subject property pursuant to Section 171.044, Florida Statutes.

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

SECTION I: That the following property, described to wit:

PARCEL ID: 20-21-28-0000-00-012
BEGIN 89.5 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN SOUTH 508.3 FEET, THENCE WEST 260.5 FEET, THENCE NORTH 248.3, THENCE FEET EAST 50 FEET, THENCE NORTH 230 FEET, THENCE EAST 210.5 FEET TO POINT OF BEGINNING (LESS NORTH 30 FEET) IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

PARCEL ID: 20-21-28-0000-00-014
THE NORTH 320 FEET OF THE EAST 89.5 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, AND THE NORTH 320 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 LYING WEST OF ROAD (LESS NORTH 30 FEET THEREOF) IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

PARCEL ID: 20-21-28-0000-00-018
BEGIN 773.48 FEET EAST OF THE SOUTH 1/4 CORNER RUN THENCE NORTH 808.75 FEET, THENCE EAST 232 FEET, THENCE SOUTH 16 FEET, THENCE EAST 571 FEET, THENCE SOUTH 7" EAST 805.1 FEET, THENCE WEST 894.57 FEET TO THE POINT OF BEGINNING (LESS SOUTH 30 FEET THEREOF FOR ROAD) IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

PARCEL ID: 20-21-28-0000-00-033
THAT PART OF THE NORTH 320 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LYING EAST OF MARDEN ROAD, ORANGE COUNTY, FLORIDA.

CONTAINING 32.0 ACRES MORE OR LESS.

ORDINANCE NO. 3049

PAGE 2

being compact and contiguous to the City of Apopka, and being situated in Orange County, Florida, totaling **32.0 +/- acres** (Graphically depicted by the attached Exhibit A), is hereby annexed into the City of Apopka, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes.

SECTION II: That the corporate territorial limits of the City of Apopka, Florida, are hereby redefined to include said land herein described and annexed.

SECTION III: That the City Council will designate the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws.

SECTION IV: That the land herein described and future inhabitants of the land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City.

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

SECTION VI: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII: That this ordinance shall take effect upon passage and adoption, thereafter the City Clerk is hereby directed to file this ordinance with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

READ FIRST TIME: May 1, 2024

READ SECOND TIME
AND ADOPTED: _____

ATTEST: Bryan Nelson, Mayor

Susan M. Bone, City Clerk

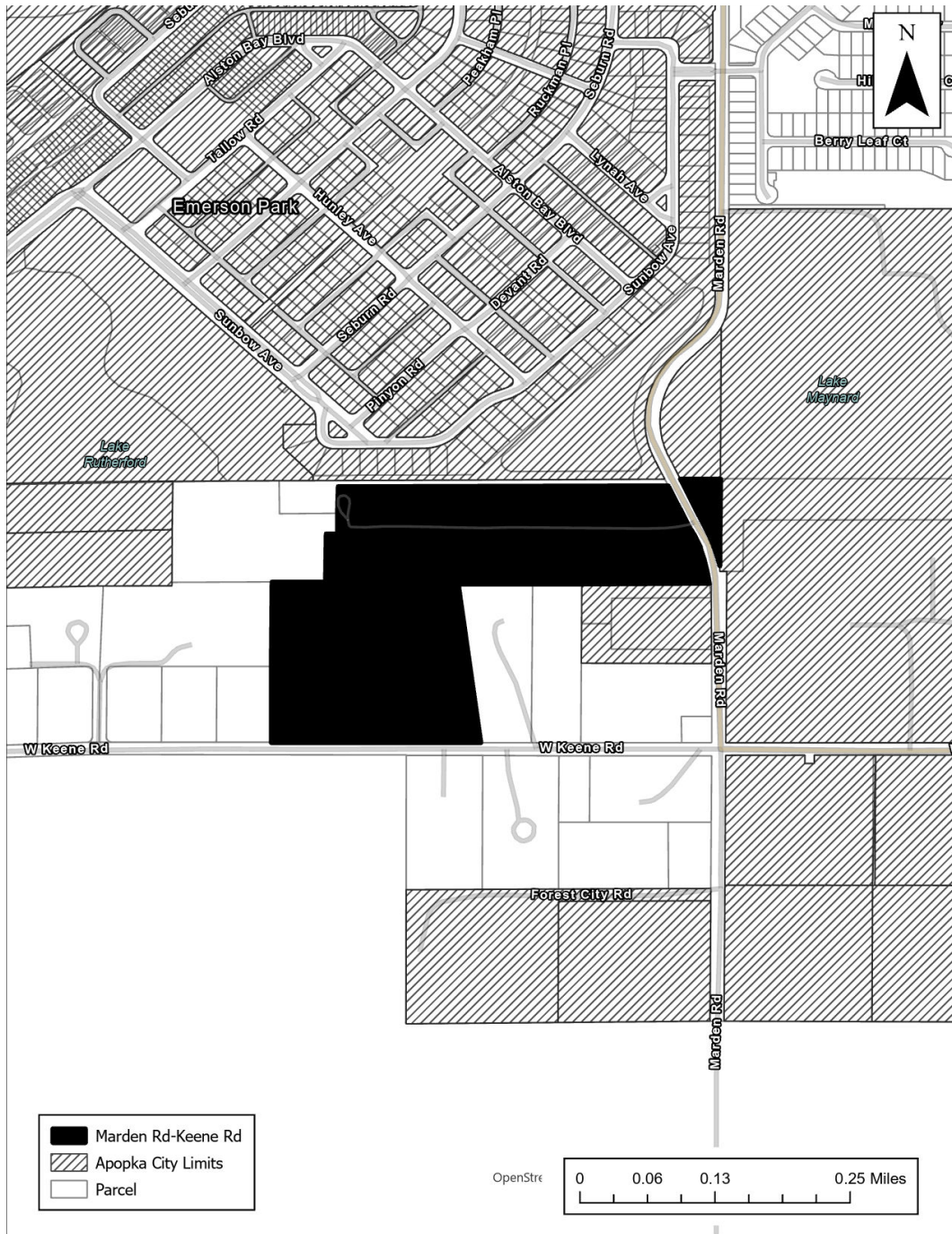
APPROVED as to form and legality

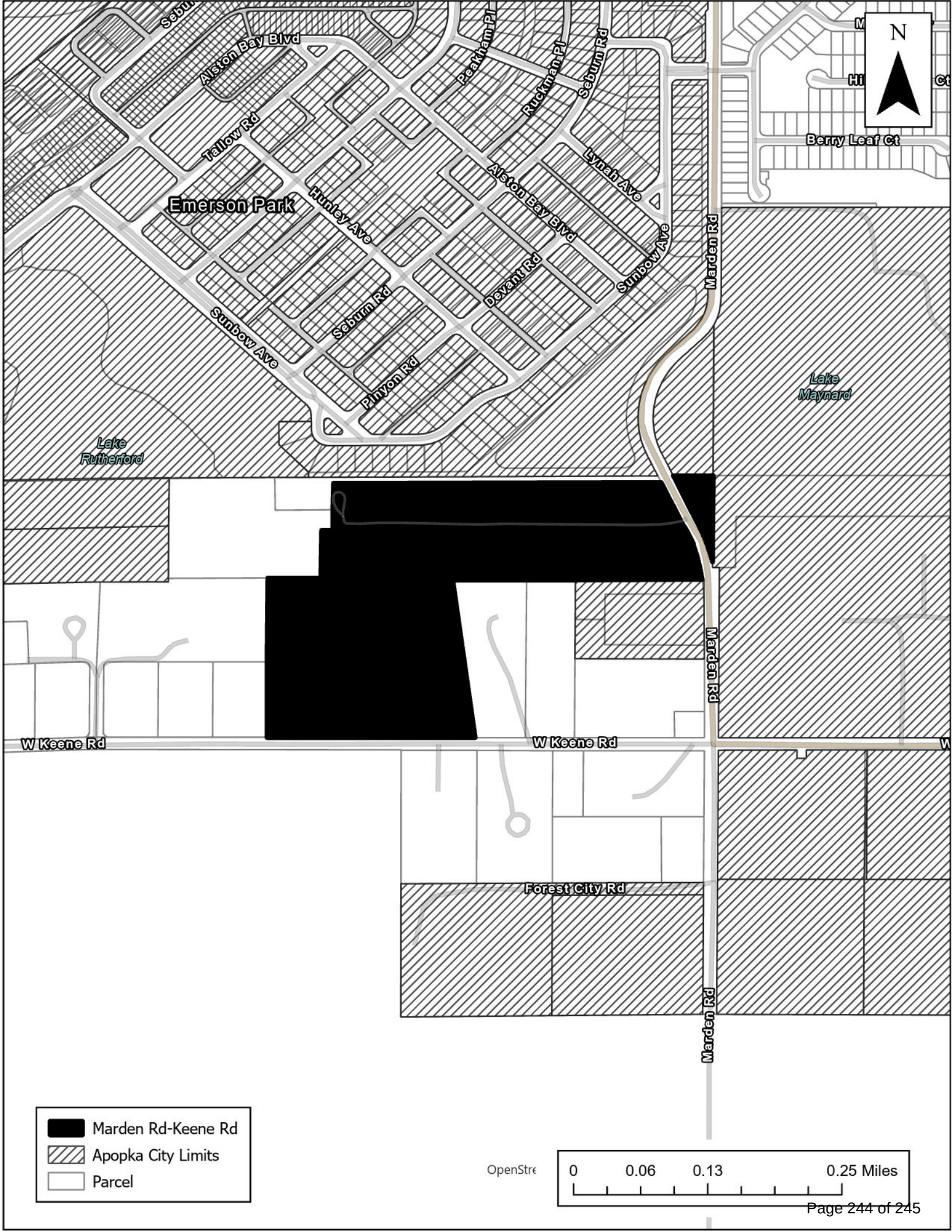
Cliff Shepard, City Attorney

ORDINANCE NO. 3049
PAGE 3

DULY ADVERTISED FOR PUBLIC HEARING: April 19, 2024 and April 26, 2024

EXHIBIT "A"





Emerson Park

Lake
Maynard

Lake
Rutherford

W Keene Rd

W Keene Rd

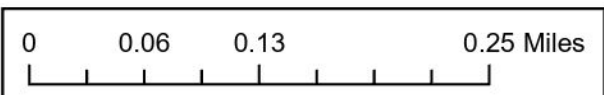
Forest City Rd

Marden Rd

Marden Rd

- Marden Rd-Keene Rd
- Apopka City Limits
- Parcel

OpenStre



Hayden: Civics teaches our history

Continued from page 2A

those we called neighbors.

We do not need schools to indoctrinate our children with the forerunner of communism, which is socialism. There is not one nation in the world that has ever benefited through socialism, NOT ONE!

Our education system is failing our children because of the government’s involvement. The only class that we desperately need (outside of the reading, writing, and arithmetic) is civics, taught by teachers that understand that we are a Democratic Republic, governed by a Constitution that puts the power of the government into the hands of the people through delegates that have been chosen by the people.

Our government today is completely out of control. There is only a handful of representatives that are looking to their employers (you and me) for directions on how we want the job that we hired them for, to be done.

Anytime a government can charge you and harass you for what they think you are thinking, it is time to rearrange that government by spending time at the voter’s box!

Our children are being taught and encouraged to do self-evaluation about whether they are really the correct gender and if they want to change. Why, according to these bubbleheads, men can get pregnant and have babies. On the other hand, the ones who have been created to give birth are marching in the streets for the “right” to kill the babies in the womb, and have it paid for by taxpayers, of which, 75 percent are against abortion upon demand.

Common sense is completely gone, replaced by idiotic ideas that are more fanatical than any fairy tale ever read. At least the fairy tales of yesteryear taught basic lessons that would give us a greater advantage in obtaining a peace-filled life by being good people.

When you go to the ballot box remember this: A government that is big enough to give you everything you want, is also big enough to take away everything you have.

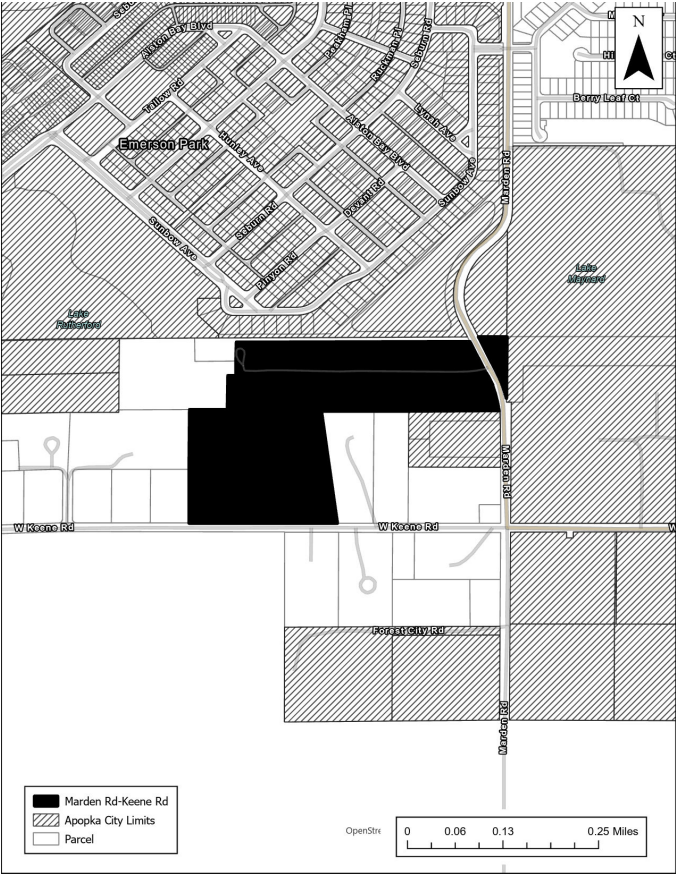
It is time to go back to kindergarten and start all over!

Let us get the basics taught again, and let us start with the ones who work for “We the People!”

PUBLIC HEARING NOTICE ANNEXATION CITY OF APOPKA

NOTICE is hereby given pursuant to Florida Statutes 171.044, the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.5.1.A, that **JIM HALL** has made an application to the City of Apopka City Council for an **ANNEXATION** of properties located at west of Marden Road and north of W. Keene Road. This application relates to the following described property:

ORDINANCE NO. 3049
AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY THE JAMES H. PAGE LIFE ESTATE AND THE ANNETTE H. PAGE TRUST; LOCATED NORTH OF W. KEENE ROAD, AND WEST AND EAST OF MARDEN ROAD, COMPRISING 32.0 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 20-21-28-0000-00-016, 20-21-28-0000-00-004, 20-21-28-0000-00-032, 20-21-28-0000-00-032, 20-21-28-0000-00-029, 20-21-28-0000-00-033, 20-21-28-0000-00-014, 20-21-28-0000-00-012, 20-21-28-0000-00-018
Contains: 32.0 +/- acres

NOTICE is given that public hearings for Ordinance No. 3049 will be held by the **City of Apopka City Council** at its regularly scheduled meetings in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, May 1, 2024 beginning at 1:30 P.M. and Wednesday, May 15, 2024 beginning at 7:00 P.M.** or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearings to speak. The proposed Annexation can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

April 19, 2024
Publish: The Apopka Chief
Apopka City Council
Community Development Department
176274

Heat protections for outdoor workers could have prevented worker’s death

Dear Editor:

Our Florida state lawmakers recently assured us that Florida employers provide safe workplaces for their outdoor laborers. How, then, do they explain the untimely death of a 26-year-old man from Mexico working on a sugar cane plantation in South Florida in September 2023?

A press release issued by OSHA on April 15th states that the young worker “suffered fatal heat-related injuries while working in an open field as the heat index reached 97 degrees.” The OSHA notice goes on to say that the employer “could have prevented his death by implementing safety rules to protect workers from heat-related hazards. These include using an effective plan to help workers acclimate to the weather conditions.”

Yet, just last week Governor Ron DeSantis signed into law HB 433, or the heat and wage pre-emption bill, that denies local governments in Florida the right to enact heat stress and heat exposure safety measures, including possible life-saving training, for outdoor workers in their communities.

At the behest of large agribusiness and construc-

tion industry associations, Florida lawmakers chose to vote in favor of a bill to prohibit heat protections for workers rather than for a bill to protect those outdoor workers through basic safety measures, such as water, shade, breaks and training. These are exactly the points that over 90 organizations told DeSantis in two separate letters they sent to the Governor, encouraging him to veto the anti-worker bill HB 433. In spite of this overwhelming support by many labor, faith and environmental organizations in the state, the Governor put his signature on the bill for it to become law.

A man is dead. All he wanted was to do honest work to make a living. Instead, he lost his life. And a family has lost a son. This did not have to happen. There are proven precautions that can protect workers from the increasingly high temperatures and Florida’s high humidity.

The argument of the business lobby against heat stress protections is that businesses are already taking care of their workers. This tragic death proves otherwise. Without basic safety protections, outdoor workers are not safe from extreme heat. In the

case of the young man who died tossing sugar cane for planting in the ground, the OSHA press release states, “The field in which he worked is about an hour west of West Palm Beach, 20 minutes from the closest road and 22 miles from the hospital to which he was transported and where he later died, stricken by heat-stroke.”

This should not have happened. It must never happen again! Those who do the work we all benefit from must not put their lives at risk to make a day’s pay!

Enough! Basta ya!

Jeannie Economos
Coordinator, Pesticide Safety and Environmental Health Program
The Farmworker Association of Florida

The Farmworker Association of Florida is conducting heat stress protection trainings for farmworkers across the state with a goal of training a minimum of 850 farmworkers this year on how to protect themselves from heat exposure, recognizing the signs and symptoms of heat exposure, heat stress, and/or heat stroke, and what to do in case of an emergency.

Moore: Attend meeting in Zellwood

Continued from page 2A

2050 will substantially restructure our current comprehensive plan, putting an emphasis on resiliency, placemaking, affordability, context-driven planning, and performance-based development.

With your help, the county will craft a plan that protects our environmentally sensitive lands and the rural lifestyle that is cherished by so many of our residents, while preserving

and enhancing the character of our established residential neighborhoods.

By directing growth to previously urbanized areas that are located near existing or planned transit corridors, Vision 2050 seeks to promote new urban development through infill and redevelopment, with a greater mix of uses and enhanced walkability.

Before you attend the meeting on Monday, April 29, in Zellwood, I encourage you to visit the coun-

ty website at www.ocfl.net In the Search Box, type in Orange County Code. You will at least be able to familiarize yourself with place types and placemaking standards and be able to ask questions, but, don’t worry if you can’t visit the website prior to the meeting, just show up.

We will have several stations where you will be able to see example plans and get questions answered.

See you there!

Byrd: Community event was fun

Continued from page 2A

ed in.

The tables also had games and prizes or other items to give away which made it even more fun. Chick-fil-A gave away gift cards and one of our local churches gave away gas cards!

Outside, the fun continued with our own Apopka Fire Department showing one of their big, beautiful engines to families and a DJ playing fun music. There were several games on the courts for kids to play, face painting, a bounce house and lots of food!

Commissioner Nick Nesta (who is a proud Piedmont Lakes alumni) donated hot dogs for the event which the families enjoyed and there were a few other food trucks there as well. The kids enjoyed snow cones, popcorn and sweet treats also.

One of the most enjoyable features of the event was the petting zoo, provided by the Wekiva High School and Piedmont Lakes Middle School FFA clubs. They had goats, rabbits, chickens and ducks out for the kids to pet and learn more about. But the best part was, the groups were able to recruit future

members who were very interested in learning how they could work with the animals at school.

Re-Imagine Communities was also there giving away books, bookbags, games and prizes to the kids.

The Apopka Police Department had their Community Policing group there to answer questions, and the Orlando Health Teen Express bus was there providing services and information as well.

It truly was a community event full of fun and I can’t wait to do it again next year!

Everybody has an opinion. Why not share yours?

Send a letter to the Editor online www.theapokkachief.com

ALL ABOUT APOPKA

The Apopka Chief

Established 1923
(USPS 545-440)

The Apopka Chief is published every Friday and entered as Periodicals, postage paid at Apopka Post Office, under the Act of Congress of March 3, 1879. The Apopka Chief newspaper is published by Foliage Enterprises, Inc., every Friday at 400 North Park Avenue, Apopka, Fla., 32712-3417. An annual subscription is \$25 in Orange County and \$30 outside Orange County. Phone 407-886-2777. Postmaster: Send address changes to The Apopka Chief, P.O. Box 880, Apopka, Fla., 32704-0880.

The Apopka Chief is a consistent award-winning community weekly newspaper and a member of the Florida Press Association. The newspaper won the group’s award as its best newspaper in 1982, 1987, and 1988, the only three-time winner. Letters to the editor are welcome, but must be signed and include a daytime telephone number, address, or email address for verification. Management reserves the right to edit letters.

www.theapokkachief.com, news@theapokkachief.com



City of Apopka Telephone Numbers

City Hall407-703-1700
Mayor’s Office407-703-1701
City Administrator407-703-1649
City Clerk407-703-1704
Community Devel.407-703-1712
Code Enforcement407-703-1738
Finance Dept.407-703-1725
Fire (non-emerg.).....407-703-1756
Parks and Rec. Dept.407-703-1741
Police Chief407-703-1769
Police (non-emerg.).....407-703-1771
Job Line407-703-1743
Solid Waste Collect.....407-703-1731
Street Maintenance407-703-1731
Utility Billing407-703-1727
Medical, fire emergency..... 911
The city of Apopka was chartered in 1882. It is located at 28°30 north latitude and is 150 feet above sea level. Its population is about 48,000 and its total area is more than 30 sq. mi. **www.apopka.net**

Orange County Telephone Numbers

Animal Services.....407-836-3111
Auto/Boat Tags.....850-617-2000
Building Dept.....407-836-8550
County Mayor407-836-7370
County Commission.....407-836-7350
County Attorney407-836-7320
Clerk of the Court.....407-836-2065
Elections Supervisor.....407-836-2070
Fire/Rescue407-836-3111
Solid Waste407-836-6601
Garbage Collection.....407-703-1731
Health Dept.407-836-2600
Hunting/Fishing Lic888-347-4356
Parks and Rec. Dept.407-836-6200
Property Appraiser.....407-836-5044
Sheriff Administrative407-254-7000
Non-Emerg. Complaint.....407-836-4357
Utilities407-836-5515
All other departments407-836-3111
Medical, fire emergency..... 911
www.orangecountyfl.net

Other Area Numbers of Note

U.S. Senators
Rick Scott (Rep.) 202-224-5274
Marco Rubio (Rep.).....407-254-2573
U.S. Representative
Daniel Webster (Dist. 11)..... 352-241-9220
State Representatives
Doug Bankson407-476-6787
Carolina Amesty (Dist. 45).....unknown
State Senators
Geraldine Thompson (Dist.11) 407-297-2045
Orange County Commissioner
Christine Moore407-836-7350
Orange County Public Schools
Pupil assignment.....407-317-3233
Bus routes.....407-317-3800
Superintendent.....407-317-3200
School Board.....407-317-3200
Miscellaneous
The Apopka Chief.....407-886-2777
Museum of the Apopkans.....407-703-1707
Chamber of Commerce.....407-886-1441