



APOPKA CITY COUNCIL AGENDA

May 15, 2024 7:00 PM

Apopka City Hall Council Chambers

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

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

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF MINUTES

1. Approval of City Council Meeting Minutes of April 17, 2024.
2. Approval of City Council Meeting Minutes of May 1, 2024.

AGENDA REVIEW

PROCLAMATION

1. National Police Week / National Peace Officers Memorial Day
Presented by: Bryan Nelson, Mayor
2. Florida Emancipation Day
Presented by: Bryan Nelson, Mayor

PRESENTATION

1. Legislative Update
Presented by: Bryan Nelson, Mayor
2. Relocation Project for Temporary Station 6
Presented by: Sean Wylam, Fire Chief
3. Presentation on the Rewrite of the Transportation Element of the Comprehensive Plan
Presented by: Bobby Howell, Planning Manager
4. 55-year history of the Apopka Museum
Presented by: Radley Williams, Recreation Director

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. Notification of Application for Fiscal Year 2024 Patrick Leahy Bulletproof Vest Partnership
2. Authorize the issuance of sole source memos: Environmental Products.
3. Authorize the execution of piggyback contracts for the assigned terms: Sunbelt Rentals, Inc., Mechanical Services of Central Florida, Inc., Core Construction of Texas, Inc., Viking Security, Inc, and Crowdergulf Joint Venture, Inc.
4. Accept the disbursement report for April 2024.

BUSINESS (Action Item)

1. Appointment of the City Administrator Mr. Jacob Smith.
Presented by: Joseph Patton, Human Resources Director
2. Park View Preserve Phase 2 - Plat
Owner(s): JTD Land at Parkview, LLC
Applicant(s): PEC Surveying and Mapping. c/o David White
Location: Tract FD-1, Park View Preserve, Phase 1
Project: Park View Preserve, Phase 2
Density: 3.07 du/ac
Project Manager: Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager
3. Transportation Improvements Development Agreement for Shoppes at East Shore

Presented by: Richard Earp, City Engineer
4. State-Funded Grant Agreement with FDOT for Wekiva Trail Segment 4B of the Apopka Regional Trail
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner
5. Award a contract for ITB 2024-A-51: Grossenbacher Water Treatment Plant (WTP) – 1.5 (MG) Ground Storage Tank to L7 Construction, Inc.
Presented by: Deodat Budhu, Public Services Director
6. Award contracts for ITB 2024-A-34: Community Development Block Grant (CDBG) Housing and Rehabilitation Replacement Program to: All American Building Structure Contractor, Inc. and RDC Development Corporation.
Presented by: Radley Williams, Recreation Director

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 3049 - Second 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
2. Resolution No. 2024-09: Amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

Presented by: Blanche Sherman, Finance Director

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (407) 703-1704. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

CITY OF APOPKA MINUTES

Minutes of the City Council Meeting held on 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

Lui Damiani, 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 account's 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 timeliest 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 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 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.

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., momentum 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 is 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 Binion Rd. 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 selected 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, select, 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 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. 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 it's 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 of 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 physically 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. It 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 improprieties 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 I'd 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 is 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 on 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 like.

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's 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's 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 really 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.

Commissioner Nesta said do you mean when you lied about the attorney? Is that what you mean? I'm excited to see those fees as well.

Mayor Nelson said first up. 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 MINUTES

Minutes of the City Council Meeting held on May 1, 2024 at 1:30 PM, in the City of Apopka Council Chambers.

Present:

- Mayor Bryan Nelson
- Commissioner Nadia Anderson
- Commissioner Nick Nesta
- Commissioner Alexander Smith
- Commissioner Diane Velazquez
- Attorney Cliff Shepard

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE: Commissioner Smith provided the Invocation, led in the Pledge of Allegiance, and gave the Fact of the Day: On April 30, 1803, representatives of the United States and Napoleonic France conclude negotiations for the Louisiana Purchase, a massive land sale that doubles the size of the young American republic. What was known as Louisiana Territory comprised most of modern-day United States between the Mississippi and the Rocky Mountains, with the exceptions of Texas, parts of New Mexico, and other pockets of land already controlled by the United States.

APPROVAL OF MINUTES

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

a. Mayor Nelson asked if anyone had any questions about the minutes.

Commissioner Nesta said in reference to the minutes we received a draft of minutes and then it appeared they were heavily edited. I don't know who instituted those changes to the minutes from the draft to what they are now.

Mayor Nelson said I had some part in that.

Commissioner Nesta said they need to be direct from what was actually occurring in the meeting. We need to not change them to inaccuracies. There was some public comment that were adjusted, some comments I made that were adjusted or just completely removed. I don't know if we want to totally redraft these and then come back at the next meeting to get it accurate.

Mayor Nelson said okay we will do it.

Commissioner Velazquez said what's the procedure with the minutes? You type them and they go to be reviewed by whom? Is that the process?

Susan Bone, City Clerk said they have been going out to be review first and then if there's any changes from anybody, then they get changed.

Commissioner Velazquez said Do we get the draft copy? We don't get the draft copy.

Mayor Nelson said it was, it was available.

Commissioner Nesta said when we got it this last meeting, this last one was a draft, but prior to that we weren't getting them as consistent.

Commissioner Velazquez said are there major changes to it or omissions or things taken out of it?

Susan Bone, City Clerk said I don't believe they're major. I mean, but there was, there were a couple additions and attachments.

Mayor Nelson said okay so we will bring it back next council meeting, no problem.

AGENDA REVIEW

Chuck Vavrek said Mayor, just for the public and not to tie their time up. On the consultation with the labor attorney, we can take the labor negotiations and move them to after the meeting. We'll still be in accordance with Florida State Statute. I'm just recommending that we move that to after the meeting so we can keep the public moving through and then we're not wasting their time.

PROCLAMATION

1. International Firefighters' Day
Presented by: Mayor Nelson

Mayor Nelson said and it reads as such, Whereas International Firefighters' Day is observed each year on May 4th to honor and remember past firefighters who have lost their lives while serving their communities, including Austin Duran, a member of the Apopka Fire Department, who gave the ultimate sacrifice in 2022. To express gratitude to those that have served in the line of work and to show support and appreciation for those who presented, who presently serve. And whereas regardless of the language of Firefighter Speaks, or the country in which he or she works and resides, all firefighters fight against the same enemy, fires. And whereas firefighters follow a long line of tradition and honor, that inspires them to help colleagues, neighbors, and strangers alike. And whereas at a moment's notice, firefighters are quick to respond to uncertain situations to mitigate danger and combat the threat of destructive fire in order to protect individuals, families, and the economic being of our communities. And whereas the demand of firefighting are accompanied by both personal and physical tools that all firefighters knowingly accept while risking their lives to protect the lives of others. And now therefore, I Bryan Nelson, Mayor of the City of Apopka, Florida, due here by Proclaim May 4th, 2024 as International Firefighters' Day.

Chief Wylam said I want thank the Mayor and Commissioners for the recognition. We also I want to thank the men and women of the Apopka Fire Department for their dedication day in and day out. There are certainly a lot of things stated in this document that they're true. They face trials and tribulations from eight o'clock in the morning till eight o'clock to next morning. We really appreciate everything, everything that you guys do. We were kind of joking the other day, May the fourth. We're just happy to get to share Star War's Day with the same date. So, thank you. Thank you very much.

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.

Deodat Budhu, Public Services Director said over the last few weeks, we had several inquiries and numerous traffic on social media on the pond line of bridge and vicinity by depression at the Golden Gym Reclamation Water Storage Pond. As you know, we became aware of this issue back in January 24th, 2024, and reported to the regulatory agency on January 30th, 2024. Today, I'm pleased to introduce to you, our expert, Dr. Devo Seereeram from Devo Engineering, who is a subconsultant to the city contracted engineering firm, Inwood Consultant Engineering, and has been working several months on this project. Devo will provide an overview of his finding and the remediation plan. Dr. Devo is a graduate of UF, University of Florida. He was an honorary student there. He did his first degree, his masters, and his PhD from that university. He has been an expert in engineering practice for 40 years and is an expert in geotechnical engineering, geo hydrology, groundwater among many facets of engineering and he's well-known in Florida, Caribbean, and among many regions of United States. He's also an expert witness on numerous complex engineering failures, and forensic evaluations. So, with no further delay, I will ask him to come to the podium and provide his presentation.

Dr. Devo Seereeram said now what I'm going to describe to you on the scale of complexity in what we do, maybe a 9 out of a 10, but I've tried to simplify it as much as possible. The first thing I'd like to, for those of you who are not familiar with the project, I'd like to get you oriented to where we are. In the background is Golden Gem Road, to the left is Ponkan, and then the 429 is to the east. This is actually Channel 9's video, not mine. But what you see and what I'm going to describe to you is actually like a movie because it's hard to imagine this would happen. But what you see there is a volcano and what you see here is what we typically call a sinkhole, but I hesitate to call it a sinkhole. What I'm calling that is equivalent to a mineshaft collapse. It's very different from a sinkhole because it does not look like one when you look into it, what you see is a vertical cylinder, 75 feet wide, almost perfectly circular, which you don't find in nature, that goes down to a depth of over 30 feet. So, it looks like a sinkhole. It has a genesis of a sinkhole, but when I describe it and tell you how we fix it, you have to think about it as fixing a mineshaft, a vertical mineshaft. Now, the volcano on the side, I'll show you an image of it underwater, what it looks like. It is actually an impressive underwater lidar that was done with underwater equipment used by the US Navy. And you'll see what it looks like underwater. It is, I'm going to call the volcano innocuous. I don't think we have to worry about it and I'll explain why. The mineshaft we need to fix. It is to me not unexpected. I think when this project was conceived, there was not enough thought process on the soils and the nature of the land where we are. But then again, I'm an expert. I've done over a hundred litigation cases in the State of Florida on subjects like this. I don't expect every engineer practicing to have my experience. I've also done the largest reservoir in Florida, the CW bill Young. When it failed, I got involved. The mineshaft was discovered by the city on January 24th, 2024. I looked at the satellite imagery. We get satellite images now two times a month on infrared from all the modern satellite technology we use. You have to get high security clearance to use their programs. I went on and I started looking at this reservoir on the satellite images

twice a month to see how this developed and if it actually developed before January 24th, 2024. The satellite images are very appropriate for this because what they do is they detect infrared. They're telling you where it's wet, where it's dry, where it's upland, and I can show you the water level in the reservoir two times a month where it is and what I can also show you is that this thing actually failed on January 5th, 2024. Not because somebody saw it but because we have satellites that are actually pinging the ground and picking up that. It was not there in December, 2023. It definitely was not there in November, 2023. I'll show you the reservoir levels, but I see it on January 5th, 2024. The city sees it about 20 days later. When you look down this its about 90 feet long. The shape of this is called the papaya. It has a big lobe at the bottom and a small lobe at the top. Inside of it when you look down you are seeing vertical sides all the way down, like concrete. You do not see a shaft that's 75-foot diameter, 30 feet deep with vertical sides. That's not something we see, but I'll explain to you why that happened and what we are looking at now. I'm going to take you into the hole and you can look down and now you can see. What you see there is the water level you see in there, the ground on the floor of this particular part of the reservoir. Now this reservoir is not three cells, it's one cell with three terraces. It's basically one pond terracing down at three different elevations. It starts at 69, comes down to 67, and then goes down to 60 because there was a plan to keep this above the water table. Certainly, that didn't work out exactly, but the design concept originally it had a water table of 62 and a flat bottom of 67 and that's the way the borrow pit was permitted in 2016 with a flat bottom of 67 when the borrow pit contractor got out there and was told, take as much as you want out of this pit, he couldn't, and he had to stop. He can only get to 67 at certain parts of the pit. I'll show you where he could and where he couldn't. As he got to the north side of the pit, he had to go up in elevation because he couldn't control the water. The water became a problem and this 67 that was conceived on the plans was not achievable in reality. We have a contractor out there digging the ground trying to get the dirt out to take out as much as he can. He's permitted to do it and he can't. I'll show you where he gets to and where he stops before the reservoir project starts and why that should have been considered in the final design. That is proof of where you can actually control the water and have a successful project. That I consider a big mess by the designers. I also have a fix for you today. I'm going suggest additional work that's out of my area of expertise to have a specialist look at this from a holistic standpoint. The water you see in there, that light green water that is our aquifer. That is the Florida Aquifer water level you're seeing in there. It's not the water table, that's the water we actually drink that's connected directly to the lime rock. There is a connection going from here into the deep rock, which is where that soil went. That soil did not go horizontally because it's not there. And the water, some of it went horizontally, but the majority of it went straight down because we are calculating about 200 million gallons of water lost. Now 200 million gallons of water, if you are familiar with pumps in 30 days, that's about 6,000 gallons a minute over 30 days being lost. A typical big pump you see out there that contractors are using is 1500 gallons a minute. This is like four pumps going in 30 days, 24/7. Now, if we had lost this water in one day, it would've been catastrophic. Why? 200 million gallons over 24 hours? That's 150,000 thousand gallons a minute. That's not something we have ever heard of in Florida to get rid of that water and chunk it down into the aquifer. So, in a sense the liner helped us because when the liner, when this mine shaft broke out below the liner, the liner only one of the seams gave way and the rest of it held and water just poured through a seam like a spout. I think that prevented a catastrophe.

The liner is very effective and the reason we know that is because what happened here with this volcano is very unique in that where that volcano occurred is another phenomenon that we don't see every day, but we've seen it before and we've seen it especially in the deep wells in Florida. We see it in parking garages when rain runs down into a manhole and an air pocket hammers out. What happened with that volcano is all of the soil airspace below the bottom liner suddenly got filled. That volcano left us a clue of where the last pieces of air remained. Then it blew out like an air gun and busted out because the water crowded it out, filled all the air space up, and the air started concentrating at this one point until the air pressure built up, because it entirely filled with water and the air has nowhere to go, but it sees this liner above it like a very thick balloon and forms a volcano. That's not the point where all it is dirt ejected. That's a different phenomenon that occurred when it rapidly filled and all the air couldn't escape. That's a clue that was left for us by the volcano. It tells us where the last man was standing. That was the last point to get saturated under the 60-foot line. The first thing I did was I started looking at the residential wells around it. I wanted to make sure that we were not affecting residents. There's one residential well that's quite close to the site. The geology of that well, which was drilled in 1947, is documented by a geologist and entered onto the internet. I'm going to show you the precise geologic profile of that well drilled in 1947, and they have the samples and they went back in and reclassified them. Now, when I talk about layers in Apopka, you have to think about the age of these layers because if you don't think about the age, you start thinking, well, they join together. Actually, they don't. The first layer is the Ocala limestone, which is our drinking water supply that was formed 33 to 34, 38 million years ago by shells depositing under the sea. Florida was not connected to the continent until 23 million years ago. We had no connection to the continent. There's not a single fossil, there's not a single dinosaur in Florida, because we were not connected to the continent. There was a big trough sea channel between Florida and the continent. That's there in the 33 to 34 million period. The second layer is going to be important for today's discussion. These are the three layers that come into play today in my presentation. The Hawthorne, that layer in this area is 15 to 18 million years old and it was deposited under the sea. It's purely a sea deposit and the thing about the hot one is we never touch it. When we are doing engineering design in Florida, we never try to get close to it because of two reasons. One is it protects our aquifer. It acts as a natural confining layer above our drinking water supply. Nobody lets us penetrate that, that we have known forever. The second thing about the Hawthorne layer is that it sits on top of limestone that was exposed for millions of years to rain and that limestone surface is jagged and eroded and has cavities. The Hawthorne layer that's sitting on top of this cavernous limestone, has found ways to enter it and become loose, not because of a sinkhole, but naturally loose because this layer is sitting on top of the cavernous layer. That layer has pockets of looseness, and we know that because we see it on the site next door to this, the drilling that was done for the park development next door shows where the Hawthorne was eroded. The layer above the Hawthorne is the most interesting layer in Florida. It's called a Cypresshead and that layer does not occupy a large proportion of Florida. It occupies a very narrow belt that includes all the ridges, Lake Wales Ridge, the Trail Ridge parts of Seminole County, Altamonte Springs, and all of Apopka within a certain area. The thing about Apopka is this, all of the land drains into closed depressions. There's no natural surface water outfall and this is what's happening under the ground. You have surface flow coming into the superficial aquifer, enters a closed depression, and the

only place it can go out is either straight down to the aquifer or straight up by evaporation, nowhere else, and 90% of Apopka is like that. There were borings done on our site. We have a distinct superficial aquifer, which has a higher water elevation than the Florida Aquifer. To figure out how the superficial aquifer actually flows and gets to Florida and in these focal points of entry is extremely complicated in Apopka. I think it still defies a modern geotechnical engineer. We haven't figured out a way to precisely map that surface of water in the superficial aquifers, draining on the clay and getting to these depressions and then going down. But on this site, we have an advantage. The advantage is that we have the landfill. Where they have been recording levels and groundwater elevations for many years. We took the landfill elevations and made contours of the water flow direction. So, we are very deep compared to what's normally done here. What I showed you here was the elevations that the borrow pit contractor was actually able to achieve when he was told to go for broke and dig everything to 67 and take it, this is what he was able to achieve. The shaded area you see here was the only area he could get to 67. In some areas it's in the 80s, and some others in the 90s. That's all he could do. What happened and what caused this failure? By November 2023, the reservoir is reaching almost its peak stage. It's above 90 based on the satellite. By early January, 2024, the sinkhole roof collapsed. When I say collapse, if you want to imagine that there's a huge animal borrow underground that's covered with 8 to 15 foot of clay sand as a roof bridge, the water gets high enough to break that bridge and that's what happens in January, 2024. It falls in and the bridge over this eroded area is broken, but the reservoir does not drain catastrophically because the liner holds over that distance, which to me is incredible that it held. A little slit/ tear opened at one of the seams and water started pouring in. It took until what I think was late December to start to drain. It took at least 30 days for them to realize the water was gone because it drained slowly enough where we prevented a catastrophe.

Commissioner Velazquez said will it continue to expand that at all there?

Devo said No, its clay and clay is solid.

Devo said we finally came up with a new plan, which is a plan I'm offering today to fix this. We have to go in with broken concrete and rock first. Do not try to stabilize these features with soil. It's going to run away and you'll never be able to seal it. What you have to do is go in first and put big rocks in, block it off, and then grade the rocks up in size so you're coming up, you're lowering the rock size as you come up and then what we did at the top was very unique. We are use articulating concrete blocks and we formed a new bridge above it. We are not going to try seal up this mine shaft because that's going to be a futile effort and we are going to spend millions of dollars on concrete and we don't know when it's going to end. We are going to rock it with big rocks, rate it up and then bridge it. Our EAP plan, we have done this plan which follows that outline and this is the outline we have specified in addition to some other factors. We have sent this to the city to get prices. I do not recommend you put this out to bid per se. It's too complicated. The way this needs to be fixed is we need to work directly with a contractor because there are going to be changes. You need to select a contractor and have them work with us. We gave you a schedule to bid to prepare an estimate, but we don't expect that to be exactly. This is not quantifiable.

Mayor Nelson said any questions for Devo?

Commissioner Smith said the question I have is that you said 200 million gallons of water was lost. So, did this water contaminate any of the wells in the area?

Devo said not that we can tell. You would've had people walking in here already. We have had this happen before in Ocoee in 1998, where we had drainage wells that were putting in algae straight into the drinking water supply. That didn't happen here. As best as we can tell, I looked at all the public supply wells around here. They are deep, they're cased down to at least 150 feet. The flow in this zone would be in the upper part of the Ocala Limestone, not the deeper part, which goes from 150 to about 400 feet.

Commissioner Velazquez said what does that mean when you say the upper part? When it, when the water flowed and you said it, it would not have affected the wells because the wells are at 150?

Devo said the wells usually go down at least 25 to 40 feet below the top of the rock. Then they're case down to 300 feet. This actual flow is on top of the Hawthorne and entering the aquifer right at the top. The wells are actually deeper. I'm not saying that there could potentially be no impacts, but there has been none reported and we checked the most immediate well that starts at 150 feet. I have the log for it and it goes down to almost 400 feet. They would be seeing if they're flushing their toilet, they'll be seeing algae coming in because reclaim water will have algae. Nobody has reported any of that. The city is on mainly public supply now. All the modern designs since 1985 do not take big public supply wells into the upper Floridan anymore. We all go down to 800 to 1000 feet and go deeper. There's on upper and a lower Floridan. Since we started using the upper Floridan in Orlando for drainage wells, we switched to the lower Floridan for drinking water supply.

Commissioner Velazquez said how are you going to try and remediate this particular sinkhole or is it a volcano? How are you identifying this?

Devo said we have a volcano on the side and that's just academic. Let's forget about the volcano. The mineshaft we need to fix and seal back. Now what I suggested is maybe we need to change the design for the upper cell from a liner to a clay and maybe raise it a bit. But I'm always cognizant of the concept of economic waste. Here we have built a facility and paid a lot of money for it. As a first step, we need to prevent waste of money and we need to try and fix it. Now, if we can't fix it, then we, we need to change it. I'm not going to suggest a tear down unless a national consultant comes in and says to do that because then we enter the doctrine of economic waste. We're wasting public money because I feel that it's a bad design. I think let's try and fix it. The try and get it back in order. It's an excellent project. We need to try and get it to work because remember all that water was going directly into the Wekiva River.

Commissioner Anderson said could you provide a summary, a quick synopsis of exactly what is needed to fix it? Very clear.

Devo said imagine that we have a shaft that's 100 foot in diameter and 30 feet deep and at the bottom it has little channels where it can connect and go deeper. You know, some channels that are unknown. What we don't want to do is to go in there and pump grout or concrete because it's going to enter that channel and run away from us. What we do is we go to the bottom and we put big rocks in for starters. That way we know it's locked in. We create a lock at the bottom with the big rocks, and maybe 18-inch size riprap. Then we come up and we use 12-inch riprap. Then we come up and we use 4-inch riprap, and then we put visqueen, sand, two layers of reinforcement and seal at the top to make sure no water leaks back in.

Commissioner Nesta said I really appreciate you taking a deep dive into this. I know it was detailed, but it really did help to kind understand how and why and where we're at

now. Are you able to go back to a few slides? Back to where there was a couple there we skipped over quickly that I thought had some good information. It's all the way back to where you were showing the imagery of kind of when it started to show signs of failure.

Devo said you see the disruption? That's seen and picked up on satellite imagery January 5th, 2024.

Commissioner Nesta said there's a couple slides before this. Are you able to go back to that one too?

Devo said I don't have the full suite of satellite imagery. No.

Commissioner Nesta said that's okay. Your slides that you prepared, is that one right before?

Devo said this one was November. This was the month before. I have December, but I didn't put it on here because the presentation was getting too long. The reason I used November, it was the clearest satellite imagery that showed the high-water line. I used that and I put the elevation to go on that to figure out how high we got on November 5th, 2023. I have December, 2023 that does not show a disruption, shows high water, but the quality of the imagery is not for city presentation.

Commissioner Nesta said then are you able to go back to, well you don't need to go back to it. It's where the air volcano came out. Is that on the same contour line that the sinkholes are on?

Devo said it turns out it is.

Commissioner Nesta said is that always consistent that way?

Devo said when we looked at the borrow pit contours and I can show you I have another image at a borrow pit and it turns out it's in the low spot that was left in the borrow pit. Now I have not attached significance to that, but the volcano is at that low spot.

Commissioner Nesta said if we fix this area and another breach happens somewhere else, will a volcano breach our berms on the side? and potentially instead of water going straight down, it goes out into neighboring properties?

Devo said the interesting thing about the volcano, is that reservoir still holding water to 67 and did not leak out, although the water is lower below it.

Commissioner Nesta said okay, so it's not as much of a concern to us.

Devo said No, it did not leak. It blew up, but it's not leaking today and it didn't leak since.

Commissioner Nesta said would it make sense or would it be more cost effective if we were to kind of carve out the breached section and no longer use it and make that the new berm?

Devo said I think we need to do a cost benefit. I don't know what commitments the city has to Altamonte and to St. John's for storage, but certainly I like that idea. I would like to carve it out. What I'd like to do ideally is carve out the 67 to this. What you see here, this should be at 67 and that's at 85 up here. That's a 92 up here. If there was a terracing, it should be done like this. Now I'm comfortable with this at 67. Right now, this is 67, but this is 60 because we have firsthand digging experience. A contractor was able to dig this comfortably and stay dry. This is a part, now that's a big part of the footprint. It's not like this is a complete waste of land, but the 67 I think is big.

Commissioner Nesta said I mean it's a massive project.

Devo said that's what I would do if I was starting with a blank canvas. But economic waste, city public funds, I'm cognizant of how we proceed as engineers. It's easy to be conservative and overconservative, but we need to be pragmatic. I've been in this business

a long time. I'd like to try.

Commissioner Nesta said my final question is if we're going to add in that, that similar to what you guys did on Sleepy Hollow, is it too much weight? Because you said with sand the weight it's not as focused on one specific spot that creates a failure with adding in the riprap and rocks and things like that. Is that too much weight in one specific section? We're going to have failures lower or are you comfortable in that capacity?

Devo said the rock is inside the house. The roof is above the house. We're going to fill the house with rock, so there's no erosion underneath there. The rock also has the benefit in that it lets the surficial aquifer and water flow continue. We don't want to be blocking flows because that creates other problems. The rock fills in the house where water is flowing naturally and then above that we are going to extend the reinforcement into the unfilled areas to provide reinforcing back in. It becomes not just on top of the roof. We can do a stronger roof. We can use some layers of geogrid. I wanted to go with the contractor as we need to start this. We need to start setting it up. I may change the design during construction, so I need flexibility.

Mayor Nelson said any other questions? Okay. Thank you, Mr. Devo. Appreciate it. Okay. Public comment.

PUBLIC COMMENT

Albert McKimmie said I thank the Doctor for a very concise explanation. It coincides with a lot of what I already had found out. A couple of questions I would like to ask him. The superficial aquifer where it meets the ground below it, there's a transition. It goes from water into some other substrate. Is there any guarantee when someone drills a well that there's a seal between the upper layers and the lower layers? Because my understanding is on lots of occasions when you drill a well, you have to cap the well because the problem that you are facing is you don't want anything from the surface leaking down into the lower borders. Can we guarantee there was no contamination because the casings of the wells were secure? Bear in mind that we've had ground movement. The casings that might have been put in originally may no longer be in contact with where it was originally there. Second observation was the doctor mentioned a bridge, but he didn't specify where it was. I believe the bridge he was referring to is the bridge that's built on the 429 over Ponkan. Information that I had was when the 429 was built, there was details that it was a cavity found at 250 feet deep and the cavity extended 800 feet along the line parallel to the 429. Bear in mind, in August of 2017, there was also a sinkhole discovered on the 429, which had to be repaired. The liner that's currently in there because of what's happened in there, although there's no leakage in the other tiers, can we be certain of the integrity of that liner? Should that liner be completely replaced? I have photographic evidence that the integrity of the liner as it was installed was not up to specification in places. There was damage to it and it was a botched job. The city has an obligation to St. John's River Management that they supply water to the City of Apopka from Altamonte Springs. I want to know what contractual obligations we have, if we're failing in them, what penalties we might face? This project was due to be completed over two years ago. There were extensions granted by St. John's on two occasions to continue the project. One of the reasons there was a continuation was that there was a geological survey, which identified an area exactly where the sinkhole occurred, where there was sand, and there was a granular medium below it.

This is what I'm allegedly told. If it's true that the city had to grant an extension because they were aware of some anomaly there, what did we actually do to research that? Were the engineers who were there given all the facts that they needed? When it comes to public comment, I'll discuss some other process.

Mayor Nelson said this is it, that's what this was it. Your four minutes.

Albert McKimmie said but then there will be public comment for the main part.

Mayor Nelson said this is it. This is your four minutes. Okay. Thank you.

Albert McKimmie said haven't finish yet then. Why was the engineer in charge of this terminated? Why are there allegations that he was forced to make changes to things that he was unhappy about? Why is it that we have been denied access to information that is public record? We would ask the commissioners today to insist that the city provide us with the emails that we requested so that we can make an honest assessment of why this has happened.

Rod Olsen, 3156 Rolling Hills Lane Apopka, said unsung heroes this time are our school crossing guards. Through various means and measures I substituted in for 13 shifts over this past month of April. Unbelievable number of kids coming up, parents coming up. Where's Charles? Where's Jody? Are they okay? That type of thing is awesome. The relationship they've established, but also what struck me, when you cover these areas, as many as one in three parents coming in to pick up and drop their kids off, are holding their cell phones, talking on the phone. Shouldn't be happening. We have people that cross across the crosswalks. You and I might as adults walk around that vehicle, but as crossing guards you cannot allow a child to cross unless that section is clear. We need to work on it., I was walking through Northwest recreational complex infrastructure jumped out at me. I've talked to you about Northwest recreational complex fields. 16 to 18 years ago that park opened with the existing fields we have. We've added 20,000 people and haven't added a field. Our answer is we're going to add two fields each year for the next three years. That doesn't cut it. We need 10 fields now. The condition of the field slaps that infrastructure, adequate staffing to take care of it. We look at our streets and our sidewalks. Our potholes have potholes. Our sidewalks have mold on them, which is slip hazards. Just drive down Vick Road, and you'll see what I mean along the way. We have to be better. It's again, infrastructure and staffing, flooding, and a couple of our developments. Infrastructure, staffing, CRA extension. We had to get an extension because money that was given to us, we didn't spend. There are 1200 homes going in along Golden Gem Road. Golden Gem is basically a golf cart with a middle, median line on it. We've got to do a better job. Wastewater restrictions. We've got all these new homes coming in, using water to put their new sod in, and I have to restrict my water flow at this point. Kelly Park, K through 8th grade, wonderful school open two years ago. Guess what's going be on campus this fall? Portables. We have got to do a better job. Mayor, thank you very much for doing it. Mayor, leaving his seat for the jazz festival this weekend to flag vehicles driving in and around on the walking paths for Northwest Recreational Complex. Why? we don't have adequate staffing. We don't have adequate signage. So that type of thing doesn't happen. Risking the lives of people walking or moving around. I attended Orange County Vision 2050 this last Monday at Zellwood, didn't see any of you there, but they've got a wonderful outline plan looking at 2050. We're going to be adding 500,000 people. How many of those are coming to Apopka? What's our 2025 plan? Our 2026 plan? our 2050 plan? We need to be thinking

in advance. We look for you to look out for us going forward. We look for you to manage the growth. We look for you to take care of us. Right now, it can be defined in two ways. One, if you always do what you always done, you always get what you always got. The rubber stamping, a new development has got to stop. The other is failure to plan is planning to fail. If we don't have the people and the tools we'll get in trouble.

Nikki McGuire Naomi Kids, said we at Naomi Kids do not discriminate against religion. However, after several people said no to us, but God said yes, I have to take time to say thank you, God, for making this event possible once again. Thank you to the Rotary Club of Apopka, John Land Trust, and our City Commissioners, including our past Commissioner, Ex Vice Mayor Becker, for your financial contribution to this event. Commissioner Anderson, welcome aboard and don't try to fit his shoes. I encourage you to design your own shoes and wear them well as we will be looking forward to you supporting Naomi Kids in the very near future. Thank you to Sergeant Wiggins, Chief McKinley, Captain Holderfield, Chief Wylam, Pepsi, DJ Glaj, Wolf Lake Middle School Dance Team, Magic Matson Singer ilismo, all volunteers, and last but certainly not least, Naomi Kids team for your contributions and participations. Thank you in advance to the general public for coming out as you see up there on May on Saturday, May 11th, 10:00 AM to 3:00 PM at Edwards Field. Next to KitLand Nelson Park for a day to remember. This year, our freebies include, some priced drawings, street bags and toys for kids, our kids zone with games, bounce house and obstacle course, all free, limited supply of bicycles. Brand new bicycles and helmets on a first come basis. Solo performances by ilismo, music by DJ Glaj, A surprise magic show by Matson Entertainment and Dance Performances by Wolf Lake Middle School Dance Team. Then you can also enjoy a big taste for a small price. A food truck will be there with wings, hamburgers, philly cheese, steak, french fries, and pasta salad. Now are you looking for the fine prints? Yes, we do have fine prints. We have three requests. One, you visit all the vendor booths to earn free raffle tickets for great prizes and treats. Two, show us your throwing skills by attempting to dunk our police Chief McKinley and our Fire Chief Wylam. The money raised from the dunk tank will go towards Shop with a Cop, Apopka Fire Department and Naomi Kids Summer Camp Program. Three, participate in our 50/50 raffle where you will get 50% of the money collected. Please visit Naomi Kids on Facebook for upcoming events. I encourage everyone to strive for perfection in everything we do. As remember, we are all imperfect people living in God's perfect world. It's a, it's all about what we do and not our expectations of others.

Leroy Bell, Maudehelen, said my friend Rod just said that you guys have to take care the citizens. I'm going to ask you guys to do that. I'm going to ask you to do some homework. I'm going to ask you to go down to the Apopka Police Department and ask them to let you view a cam video of Saturday the 27th in the front of Hawthorne and Michael Gladden Boulevard. Where we saw one of their police officers followed, parked behind the funeral home, walked across the parking lot, got behind a young man, and the young man ran. He pulled the young man's shirt off him. Now, whatever this young man did, if he was wrong, he needed to face what he done, but this police officer tased this young man several times while he was on the ground. He beat this young man while he was on the ground. Whatever the man did, if he was wrong, he needed to pay for it. These police officers are not the

judge, the jury, or the executioner. Apopka's got a bad reputation of beating people, especially people of color. Apopka, you remember we had a power boy right here in Apopka. This young man, whoever he is, everybody knows him by his police number, by his car number. This is the third time that he'd have whooped this boy. Now, the reason I'm not bringing any video this time, because what we are doing, we are giving you guys the benefit of the doubt. We are going to see if you're are going to hold this police department accountable. In the past, Mayor, your friend, under the Joe Kilsheimer, Rod Love, he said that he would pay for diversity training out of his own pocket. The only training that Apopka is getting down on this side of the track is these wrong cops beating on people of color. I'm asking either you guys go down there and do something about this or we are going to make this a national thing.

Charles Chambers, Apopka Chambers, said I'm the Chairman of the Board of Directors over here at the Apopka Chamber. It's located 180 East Main Street in Apopka. The Chamber of Commerce is an advocate for regional businesses, jobs, workforce, and economic opportunities. The Chamber itself represents an average of 500 businesses over different sectors. These includes cottage businesses, entrepreneurs, consultants, training non-profits, specialty retail nurses, nurse nurseries, restaurants, coffee shops, hotels, banks, churches, top name hospital systems, and more. The popular area chamber was established 111 years ago in 1913. The Chamber has office in its current location since the building was built in late seventies and doubled its size in 1990. Chamber includes award-winning manufacturers, top recognized developers, large scale commercials, and residential construction. Previous leaders of the Chambers Chamber and its chamber board and directors have advanced their careers in larger business organizations, run and won political seats across the state and also become a manner of experts in their field. We are proudly to serve Apopka area for over 111 years and plan to do so for many more. At the end of 2022, between Hurricane Ian and Nicole, the building was severely damaged. We needed to replace the roof. Once that's done, we committed remediation and we were ready to plan a rebuild. Before committing to the next \$200,000 dollars to rebuild a city asset we called home for 50 years, we are requesting the city council renew the chamber lease agreement to 10 years with a reoccurring 10 years, or allow us to vacate the building as is, as our lease allows in case of unavoidable casualties, as such as hurricanes. Thank you.

Norva Carrington, Chamber of Commerce, said I serve as the treasurer for the Apopka Area Chamber of Commerce. I've been a member of the Chamber since June of 2021. During the pandemic, the Chamber acted as a pilot light for local businesses to be aware of funding resources, health protocols, and ideas for businesses to adapt and sustain their businesses. We also wanted the annual membership. We also waived the annual membership dues for nearly one year and a half for our small business members, while increasing the number of gatherings in business, housing community, hosting community-wide events, cleanups, meet and mingles, mashups, and so much more. All of this to say in the last three years, the Chamber has spent a little over \$12,241 in our utility bills, over \$31,900 in our insurance coverage, over \$114,000 in leasehold and building repairs, and of that \$114,000 dollars we've spent \$46,000 dollars to serve pro for the remediation of the mold, and the additional funds were used to repair the roof, to do the demolition and prep the building to get it ready for the rebuild. In November, after the hurricanes, the chamber

board chair and president asked the past city administrator if the Chamber is responsible for such extensive hurricane damage to the building. He said, yes, we are. We being the chamber. They did not review further, but began to move forward with the flood damage testing and protocols as the Chamber has now office in this building for over 50 years without an issue. Having been in the chamber building for nearly half of our 111 years in existence, paying our utilities, doing repairs and leasehold to the building, expansions, maintenance and upkeep, we have not considered relocating from this facility, the Chamber, and or relocating our services until April 17th. I guess at the commissions meeting when someone started asking about the status of our lease and considering wanting to take the building back, we're asking for the council to consider a new 10-year lease for the Chamber with a recurring 10 years as we prepare to do over \$250,000 dollars of improvements to reestablish the building and its use. Thank you.

Ella Duke, Chamber of Commerce, said I'm here today to speak not only as an Apopka business owner, but as a member of the board of directors of the Apopka Chamber, on behalf of some of the board of directors that could not be here today. Mostly just to echo what you just heard, but also to tell you how important the Apopka Chamber is not only to myself, but to local businesses here in Apopka. When myself, my family, and my business partners decided to make the move from Orlando to Apopka to start a business. It was the Apopka Chamber who we first met. They were instrumental in assisting us with directing us where to go as far as getting our licenses and getting our permits in order. It was the Chamber who set up a meeting with Chief McKinley to discuss the homeless camp that was living behind Propagate. It was the Chamber who has helped us in so many ways to grow and develop our business. So, on behalf of myself and all of the other Apopka Chamber of business owners we hope that the great members of this council will continue to support the Chamber of Commerce. Thank you.

Sylvester Hall, 3091 Rolling Hills Lane Apopka, said Commissioner Nesta, congratulations on being reelected. Welcome back, Commissioner Anderson, congratulations on your election. One thing I noticed attending the ceremony, I listened to the oath and I listened to what Commissioner Smith, his prayer, Vice Mayor, Commissioner Velazquez. I listen to all the things that we say, what we should do as we take the Oath of Office. I'm reminding you, it's easy to give lip service, and it all sounds so smooth and so pretty coming off your lips, but when it comes down to doing the job, we make it very challenging. It's not challenging because if you look at everything as serving the people, it becomes a very think less job. If you remember, you're here to serve the people, serve the public. It becomes a very think less job. Remember your oath, and please take that personally. If you think the job ever becomes too challenging for you, please resign and let somebody else attempt to do the job or do the job because you truly have to love people, to serve people. You truly have to love people to serve people, and that's all people. I'm just reminding you of that. The Apopka Police Department. I haven't seen the video that Mr. Bell is referring to. I'll wait to hold my comments. Over the last two and a half years of me coming to city council meetings, I'll look over there, see Deputy Chief Miller, Chief McKinley is not there. We have some issues in our police department that need to be addressed, and they're not going to go away. They're only going to get bigger. I'm asking you not to address this situation, but look at the whole police department as a

whole and where there's changes that need to be made, I'm asking that you make those changes. One thing I experienced getting out of this car, and I don't mention it a couple times, I love the guys in blue. I'm a 20-year vet, I love the guys in blue. They have a very dangerous job when they leave home, they don't know whether they're coming back. They deserve the very best. Saying that, if you have a bad apple in the bunch, that bad apple needs to be removed before it spoils the whole bunch. That needs to take place. When I walk from my car to here, the heat overwhelms me. We should have a training facility for our law enforcement yesterday. You guys need to make that happen. It doesn't need to be put down the road. It needs to be happening. It needed to happen like yesterday. For the fire department Mayor here again, we give excellent lip service. There is no reason our fire department shouldn't have a contract. Period. The buck start with you, Mr. Mayor, and it ends with you. There is no reason our fire department should not have a contract, period. We come up here, we serenade them, but they're fighting for a contract. They're fighting, you've got a hostile environment that has been created by leadership that needs to change. For the chamber, I'm with you a hundred percent. We just need better leadership.

Former Commissioner Becker, said I want to echo the comments. Congratulations for your reelection, Commissioner Nesta and welcome aboard Commissioner Anderson. I just wanted to speak directly and set the record straight this afternoon in relation to a comment that was brought up during the Mayor's Report at the last meeting. There was reference to the business tax receipts of a number of organizations, one of which was BRPC Consulting, LLC, which if anybody wanted to do any research, that's mine. I opened that LLC in late 2021 to do consulting work for my current employer who I'm there full-time with. Once I realized the BTR process I closed that LLC out less than a year after I opened it. I'm not sure why it was referenced during the mayor's report as if there was something nefarious going on with that. What I've entered into the record this afternoon is an email correspondence I had with staff, basically alluding to what I just described, asking them if I owed anything if I had any outstanding balances, penalties as related to my LLC and to the contrary, they said, I do not have anything. I won't bring up the, the staff member, but it's on the public record that I just handed in to the clerk. The response was, I hope you and your family are well, and that the move went smoothly. There is currently no balance for the business that you mentioned. You may have received a letter some time ago stating that you needed to obtain one, but since it was made inactive, no further action was needed and no fees were assessed. I thought it was another pathetic attempt at a gotcha moment by the Mayor's Report section of the agenda. There's another component of those comments that was published probably on your meeting minutes, but also reported in the Apopka Voice as it was. Then number six, I would like to know that excess spending on attorney fees since our inside counsel was forced to resign. So those are six items I would like to add. That was referencing the forensic audit. I think the Mayor forgets that he has the ability to appoint internal counsel. That was not done. It was his agenda item that actually put on the agenda for this council to approve the appointment of Mr. Shepherd as our outside counsel to represent the city. To put that blame or to go and forensically audit it, it's kind of pointless because we all know the background behind it, and you have the authority to put in front of this council for ratification. I see on the agenda that was republished this week, that there is a ratification business item for the new City Administrator. It's my understanding that not all of the city council members had a chance to meet this individual

and you're being asked to ratify a position today of the person who's going to manage a staff of over 500 people. I will go back and bring up precedent that the chair made several years ago as it related to settling a matter related to former city administrator Mr. Anderson. He didn't vote on a topic of settlement because it wasn't part of the published packet that went in on that Friday. He voted no against that piece of business because he didn't give this council proper opportunity to do due diligence. For an agenda item to come out after it was published on Friday, and for you to be asked to ratify such an important position within this city, I think is irresponsible at best. But again, I'm just here to clear my name as it relates to the BTR. I think it's ridiculous and not within a normal scope of work that that would be within a forensic audit when you're looking at the books within the city. I intend to quietly leave and join my time in Winter Springs. I was hoping to do so until the Mayor's Report happened this last meeting. Hopefully there's no more gotchas because I've afforded respect to Commissioner Aerosmith and Commissioner Bankson in both seats that I've sat and I've never despaired their names after the fact. Thank you.

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.
 - 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 Five (5) consent agendas.
 - c) **Motion by Commissioner Smith** and seconded by **Commissioner Nesta** to approve the Five (5) consent agenda items.
 - d) **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

BUSINESS (ACTION ITEMS)

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

Joseph Patton, Human Resources Director said I'm here to introduce and request an for our next hopefully our next city administrator named Jacob Smith. Just a little background about how we got to here. When the position became available or vacant we did attempt to post this from our own site which only reaches those individuals that are looking for this position. We did go out to several different job sites to try to find an individual. We posted it twice, however, that ended up with negative results. We did not find anyone or those that we were vetting did not work out. We then went out bid for a recruiter with more resources to go nationwide in our search for a quality city administrator. With that bid GovHR won that bid. The recruiter that was assigned to us was Jim Deneen. Jim has many years of public service experience. Through that process, he interviewed or he vetted 69 applicants. Out of those 69, he interviewed 9 applicants. Out of those 9, he referred 4 applicants to the City of Apopka for consideration. Once those applicants came, we formed an interview committee, which consisted of myself, Radley Williams, and Mr. Vavrek. Through that, we sent a recommendation to the Mayor. The Mayor then interviewed all candidates. Throughout that process, we in turn recommended Jacob Smith. I know his resume is attached, but I just wanted to bring a couple things to light. Jacobs from Farmington, Utah. He has over 18 years' experience in public administration. He has a master's degree in public administration from Northern Illinois University, where he graduated first in his class with a GPA of 4.0. He has a BA degree from Brigham Young University. With that, I will introduce Jacob Smith to take any of your questions.

Mayor Nelson said If you got a little more background, then we'll open it up further.

Jacob Smith said it's nice to meet all of you. I've met some of you yesterday. I love Apopka. I've had a chance to go around Apopka quite a bit yesterday and today and the day before when I came in, flew in here from Salt Lake City on Monday. That was a long flight. There was some weather going on in Arkansas, had to go around, and I was kind of hoping you guys were in control of the weather, so I could get here a little sooner. I'm from Farmington. That's where I'm living right now, but I grew up in a blue-collar town south of Seattle. My dad was an employee of Boeing. That's where I grew up. I went to school in Utah, like you said. I also went to school in the Chicago area, Northern Illinois University and that was really my introduction to public work. I did do a lot of volunteer work. I worked on committees as well and that was my introduction to working at the grassroots level with cities. It was something that I loved. At that time, I was a marketing manager for an IT company, and I just couldn't find the motivation to try to sell people something that I didn't feel like they really needed. And it was at that time, kind of a soul-searching thing. Well, what can I do? I was at a banquet and one of my friends got up to speak and she talked about how she was going to get her master's in public administration. Never heard of it, you know, but that, that intrigued me. She was planning to go into the nonprofit sector, so I decided to check it out as well and I noticed that you could actually work for a city at a professional level, receive this training, so that way you could help cities become more

efficient, more effective you know, smart growth. That intrigued me. I did some more research on that. Decided to go to an excellent school that emphasized urban management for cities and that's Northern Illinois University. Now, that's in the Chicago land area. Believe it or not there's over a thousand different forms of government inside that Chicago area. Special districts, cities, villages, counties townships, you name it. So, I thought it was a great place to go, be introduced to that. I did an internship the whole time that I was there getting my master's and as a compromise with my wife at that time, who was from Idaho, which is way too rural for me, and not a whole lot there, we decided to move to the Salt Lake area where I was able to get a position with the second fastest growing city in the nation at that time. Saratoga Springs, Utah. I worked there until the Great Recession. I'm sure you guys felt a little bit of the pain, but it was hit pretty hard by that great recession. We had quite a few developments that went bankrupt and there's still some empty space out there where they have some infrastructure in the streets and the water lines with no homes. It's starting to recover now. But I was fortunate enough, enough at that time that Governor Huntsman was hiring for his, his office, somebody that could take over policy and budget for an area that became a huge need, and that was workforce services, commerce, and labor. I was assigned over those agencies and managed a little bit over a billion-dollar budget with them. I was the spokesperson for the Governor to the Legislature and to these agencies, kind of that middleman, that's what I did primarily when I was there. But of course, local government, grassroots that's my thing. That's what I always wanted to do because I really want to affect in a good way, my neighbors, the people that live around me, the people I care about. I want to see that I'm making an impact. Something for good. So, I went into my city manager that was there and let him know, Hey, I'm here. I had this degree in training. I was going go back into doing what I was doing before volunteer and committees. He actually offered me a job instead as his assistant. That's where I worked for 12 years. I was promoted several times. I was made the finance director. That was my primary areas of emphasis. There was finance, budget, economic development, and human resources. I also worked on quite a few of other projects, but I was always number two as part of the executive team, lot of strategic planning it two the name of the town was Centerville. It two was going through a lot of growth, and it was about 50/ 50 between the commercial and the residential. And I worked more primarily on the commercial development. So, I brought in some of the big boxes, Walmart, Home Depot, Target helped to help on the revenue side with the sales tax, instead of emphasizing the property tax as much. I also was involved with quite a few of the public works activities that were related to the residential impact. Then there was an opportunity to work for Fruit Heights, which is a town, couple towns up from where I live in Farmington. Their city manager, two weeks' notice, retired they needed somebody quick. I was there, I actually worked both places at the same time, but overlapped for about four weeks, which was brutal. I'm sure you guys understand that your commissioners. I did that for a while as the city manager. And while I was there at Fruit Heights, I did discover some issues that, by my opinion, there were some legal issues. There were some ethical issues. There were some practices that were just terrible in my eyes. There was a lot of things that were not passing the sniff test. You know if press understood some of these things that were going on, it'd be headline news. So, it

was difficult for me because I tried to implement some changes and I did, but I ruffled some feathers. And so, I only worked there for about six months because I did not give in all my ethics and I was honest in all that I did. Quite frankly, I want to work for some place where I can continue to be that way and where it's expected. Because for all of you that are here, to me, a city is not the staff in this building. To me, the city is all of you. And these commissioners here and the Mayor represent you. They're your voice. So, everyone who decides to live within this geographical boundary, you collectively have decided this is the way you want to govern. When I come here, I don't just see commissioners and the Mayor, but I see all of you. I'm a tender-hearted guy. I love all people. I love everybody. I love my neighbors. That's why I'm here. I serve. That was one of the things when I came in here that I wanted to make sure was one, if I like the people here, that's the first thing. Two, if I can be honest and ethical, and I've done that. I've been very impressed. You are people of great faith that I have noticed, and I have felt it. Everybody has been very warm, kind down to earth and straightforward and that's how I am too. So that's a little bit about me. I am married. I have four of my own kids and three step kids. Luckily most of them are out of the house now, so I've survived the most of the teenage age. I can answer any questions that you guys might have.

Commissioner Anderson said I don't have any questions. I actually met with you yesterday. We talked for probably an hour and a half, and I was very impressed with your background and things you've done in the past. And I actually don't have any questions. I asked all the questions yesterday, so I don't have any.

Commissioner Velazquez said Well, the same thing. Initially I had sent out an email and I guess you responded. I didn't send it to you. I sent it to our interim and he called me, and we made arrangements, and I came back. It was a busy day yesterday, but I think we spent some time in the lunchroom. It was very informal. We did go over so much of what the city is about and, you know, what are you bringing to the table? I have to say this because, you know, social media, it's been kind of running around and you said the same thing. You know, there were discussions about, you being out of state, how is he going to come into Apopka? He doesn't know Apopka. I will have to say this we hired a headhunter to go out and look for the best candidate. You rose to the top. There were four. I don't know what happened with the other three but you rose to the top and you came in and you sat down and you spoke to each of us. I read your resume and one of the things that really hit me is because that's what I was looking for myself. Moreover, my belief in honesty, ethics, and the golden rule shapes my decision, 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. Those are what I was looking for. Integrity fairness and that you are available not just to us here as the commission, but to the staff and to our regular public. That if they want to come in and discuss something with you, something that they feel is of concern, I want to be able to know that they have that accessibility. We talked about that, and I was very comfortable that, and you even saying it right now, that you're not just serving us, that you are actually serving the residents. The

only thing was that we haven't seen the contract, but I understand that it's kind of similar to what Ed Bass had. There were some additions and they told me what the additions were. I guess at some point our attorney will look it over, but I was satisfied with the additions that will be added to that contract. So, thank you for spending as much time as you did with me yesterday. And certainly, I was very impressed with your resume.

Commissioner Smith said I don't have any questions either. I met with him as well yesterday. I was impressed with the interview I had with you and the thing that struck me most, just as Commissioner Velazquez said it, it's your honesty. When you talked about the things that you saw that was not done properly in your previous employment and you were willing to stand. That made a difference with me.

Commissioner Nesta said this is obviously very rushed and I think we know that up front. You know, I came into my meeting and unfortunately you weren't there. I know there was travel issues, but again, anything that's rushed, I always tend to take a step back and say, why are we rushing this? With less than 48 hours on the agenda just leads me to question things, not you by any means, but just the process in general. And I would ask any of my commissioners, how much is he getting paid?

Commissioner Velazquez said well the contract says.

Commissioner Nesta said No, I'm asking, I'm asking you guys. I'm asking how much is he getting paid?

Commissioner Smith said 170.

Commissioner Nesta said how do you know that?

Commissioner Smith said I asked the City Administrator.

Commissioner Nesta said when I asked, you guys said there was no numbers. Nothing's been negotiated. So, there's new information that I didn't get that other people got.

Jacob Smith said just my input there was a range that was put on the job app and I'm assuming that you guys all saw that job approve what went out.

Commissioner Nesta said nobody saw a contract. Nobody knows what's actually in it. You said there was Commissioner Velazquez, added additions? No clue what those are.

Chuck Vavrek said what was changed from Edwards contract to this one, and it's got to have the approval of the labor attorney was when Mr. Smith's evaluation comes up, that it would be a combination of all five of you all evaluating his performance to get to the score. That was to allow you all to have some input as to how he was being and performing on his in his office.

Commissioner Nesta said none of this is in writing right now.

Chuck Vavrek said we have a contract but it has to be reviewed and approved by the labor attorney.

Commissioner Nesta said anybody, have you guys seen this contract? Reviewed it in any capacity?

Chuck Vavrek said the addition was to allow you all to have some input into the evaluation on his annual performance.

Commissioner Nesta said so you haven't seen this contract, but we're approving a contract that we haven't seen, we don't know the exact number. We've talked about it, but we don't see it in writing. My point is, fiscally, if we're going to be budgeting and creating a line item for our budget for this, we need to know exactly what it is. Fiscally for us we need to have our residents be confident in what we are making decisions on and if we don't know exactly what the terms are of a contract, then how can we approve that right now or ratify it in any capacity? I'm not saying no, I'm just saying not this week. I'm happy to listen if the public's comfortable with it, I'm their voice. If they're comfortable with it. Great. Let's keep moving. But if they're not, once public comments are done, I will move to table this until the next meeting so that we can officially meet and we can do Zoom, we can do a call, I have lots of questions and by no means do I want to do it online, offline for us and have some just deep dives.

Commissioner Anderson said is the contract available now for us review?

Chuck Vavrek said it's still be reviewed by our labor attorney.

Commissioner Anderson said okay. So once reviewed by the labor attorney and approved, then we will receive that same contract? So, a draft is available for us to review now?

Commissioner Nesta said so I'll, I look at hear from our residents.

Commissioner Velazquez said just for the record, the only commissioner you have not sat with is Commissioner Nesta? Yes. Okay. So, in all fairness, what he's asking is to have the same opportunity as it was given to each of us, Correct?

Commissioner Nesta Yes, Please. I think that's fair because we're working together. Make sure we're all on the same page. It's, again, this is not a you, I just wanted to make sure we're all on the same page on multiple factors similar to what every other commissioner was granted.

Mayor Nelson said Well, let's listen to the public and then we will get back to the council. Anybody want to speak?

Leroy Bell said I'd like thank Commissioner Nesta for doing his due diligence, because this administration has a track record of setting its term to get its results. It has been several times over and over again, not speaking against this gentleman because I don't even know him, but this administration, even his salary, he snuck it in on a vote. Even the money that was moved over to the bank it was snuck in on the consent agenda. We need to do the due diligence. If we had to did this with the chief, with the fire chief we wouldn't be having the problem we are having.

Sylvester Hall, in echoing what I said up here earlier about oath, what I always say about ethics matters, principles matters. Integrity matter, character matters, laws matters, rules matters. All these things matter. I'm looking at the process right here. I just said, Hey, look, it's time for us to stop giving lip service. Mr. Smith, I can't hold you accountable because I don't know how much you know, but I'm going to hold you accountable for this episode right here. I'm going see how you deal with the situation right here because if you are a man of integrity, honesty, what just happened shouldn't happen. That's chaos and you're going to lead an organization of so many employees. They have to know that you have integrity, you have character, and you're not bought and sold. I'm going say it out loud and clear. We got too many people are bought and sold. Too many people that serve on this administration are bought and sold, and they're being rewarded for their loyalty, which puts the community in danger. I'm going to say it again. You have history of running an organization. You know exactly the impacts of my words I just said because those words create a hostile environment. And I tell you, things are brewing and incidents will occur. I just pray that nobody else loses their life. This should never happen. We're ready to just sign, seal, deliver and nobody has seen the contract. That's one-on-one that's not rocket science. Nobody has seen the contract and then Commissioner Nesta hasn't had the opportunity to really sit down one-on-one with the young man? This shouldn't happen. Mayor, every day you get up, you have a choice to do better. You have the choice to do the same. That choice is yours, Mr. Mayor. I said before, which we get the minutes mixed up. I said, God tells me to love you, therefore, I love you. But I said, you also have a wicked heart that God says you need to change. That was left out of the minutes. It was only said that Sylvester said he loved the Mayor. You see how we changed the whole situation with just leaving a few words out. We're in the 21st century, the technology to record minutes from everybody who came up here that should be elementary and if we can't do the job, we need to get somebody else to do the job. If she's been told to put that in there, we need to find out and it needs to stop. It's just as simple as that. It's not rocket science to get the minutes right. We have the technology to do that. So, I say to you again, take your oath seriously, because everything that's done in the dark, eventually one day is going to rise to the light and you are going to have to answer for that. Thank you.

Albert McKimmie said this city is built on protocols and policies. If we invite Jacob here to join us now without observing those protocols and policies, what are we actually instilling into him? That they don't matter. This week, we have a situation with a sinkhole. We had a one of our commissioners, commissioners Nesta reported that the sinkhole hadn't been secured and that people's lives were in danger. They could walk into the facility because there was a gate unlocked. Commissioner Nesta on Sunday sent that information to the city. This is Wednesday. I gave you photographs in there today that shows the gate is still open and lives are still being put at risk because this city refuses to follow protocol and policies that they themselves wrote.

Rod Olson said two things we talked about earlier today. I talked about infrastructure and proper protocols with regard to that. The other thing is when we were doing the charter review, I had indicated that whether or not we have a strong manager or have a strong mayor type of government made no difference. That I think that this position as well as the other positions identified before the Chief Financial Officer should all be approved by this group as a whole, not any one individual.

Commissioner Velazquez said I just have to say this I was unaware that Nick Nesta had not been interviewed or you had to spend time with him. And one of the things I really want to kind of make clear to our audience is until we come up here, we don't know who has conversed with whom. I can't go to him and say, oh, did you get to speak to the new applicant? Just like, I can't, just don't ask. I spoke with you. I happened to know that the newly elected commissioner was in the building. because after me, you had to go speak with her. So, I knew that you would see her, but I was unaware about Nick Nesta. Out of respect that he has not had that opportunity as each of us have, then I agree that maybe we should table this until he has the same opportunity that was given to each of us. As far as the contract I've been here a while, so I have seen Edward Bass' contract. When they said it was the same with the addition it's not my place to say what the additions were. Mr. Vavrek did say what the additions were and I was in agreeance with that. The evaluations should be done with each of us having the opportunity to evaluate our chief administrator that should not be just one person. Past experiences of what we had encountered with our former attorney has really brought to light some changes that we need to do so that our commission because we are equally all elected by the people. No one person up here has more power than the other one. Our Mayor in the chair runs the day-to-day operations. He deals with the staff, and that's rightfully so. But I feel anything else that has to do with the business of the city, we should all have some kind of say into the input and how things run in the city. So that's what I have to say. So out of respect that you have not had that opportunity, I agree that we should table this so that you get the opportunity and you get to ask the questions to make you feel comfortable if he is the right candidate.

Mayor Nelson said let me go back. Just to clear the air on how we got to here. I was waiting, was hoping to, had all I was doing the background on Mr. Smith. One of the things that talked about, he had freely admitted that left the job for reasons of what he saw as ethics issues. I needed some confirmation from somebody other than him that that was really the case. I didn't get that call until Sunday evening. Sunday evening, I called Mr. Smith, Hey, listen there is a flight, a spirit flight 6:00 AM flight that would get him here at noon. That would make both commissioner Nesta's meeting and Smith's meeting, which obviously he didn't get that flight. He had to get a Delta flight, got caught up on the tarmac and didn't get here until five o'clock. I will take full blame for him not getting here. I guess I should have booked, didn't know there was that short on flights or seats on that spirit flight. I will take complete credit but you know I want you guys to feel comfortable that he's the right guy. I want to go back to a couple things that, you know, Joe, as you brought up, you know, we had 69 candidates that actually applied for it. That was a process that Jim Deneen without any, I don't think did even get with you either you Chuck or Bradley as to paring it down to the eight or nine? **Chuck** said Mr. Deneen paired it down.

Mayor Nelson said so he paired it down and he paired it to the four. Correct. Which at that point he did that. I had nothing to do with it. Then when we got to the four is when the three of you all interviewed all four of those candidates. Just for the record I think that, Commissioner Nesta, I know that he'll be here until your flight is 4, 5 o'clock to tomorrow? So, Jacob will not leave until tomorrow afternoon, but I completely understand. I know that he probably couldn't get here, you know, school year's about to come up. I don't know that that's a big issue that we wait till next commission meeting. I would just ask if that's the case that he could do it by Zoom and we don't need to flying back down. I'm more than happy to do that. I just wanted to kind of give you the timeline as to how we got to here. It's been a process, we've put a lot of effort. Jim has put a lot of effort into getting us candidates. So, three of the four, were not even in the state. It was a wide reach of candidates. Hopefully maybe after this meeting, get with Commissioner Nesta and set up some time between now and when he leaves to go back to the airport. Then if you'd like to look for a motion to table till the next commission meeting

- a. **Mayor Nelson** asked if anyone had any more questions.
- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to table till the next commission meeting.
- c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta** to table till the next commission meeting
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

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

Jean Sanchez, Senior Planner said this is a request to approve the crossroads at Kelly Park phases 1-2, 1-3 and 2- plat. The subject property is located at 45100 on this road on the southeast corner of Ondich Road and Round Lake Road, approximately 150 acres in size. The plat proposes to create stormwater tracks, roads, and other infrastructure to support the previously approved projected expansion of the crossroads at Kelly Park Development and the Kelly Park interchange form-based code area. The plat is consistent with all crossroads at Kelly Park phases approved by the city council and the corresponding master plan master infrastructure construction site plan approved by the Development Review Committee on September 6th, 2023. The DRC recommends approval at its meeting on April 9th, 2024. The planning commission unanimously recommended approval of this plat. The recommended motion is to approve the crossroads at Kelly Park phases, 1-2, 1-3, and 2- plat staff and applicant are available for questions.

- a. **Mayor Nelson** asked if anyone had any questions for Jean or if anyone from the public wanted to speak about this item.
 - b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Crossroads at Kelly Park, Phases 1-2, 1-3 and 2- Plat.
 - c. **Motion by Commissioner Nesta** and seconded by **Commissioner Velazquez** to approve the Crossroads at Kelly Park, Phases 1-2, 1-3 and 2- Plat.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
3. Land Purchase – South of Boy Scout Road for SR 429 Access Ramp Project
Presented by: James Hitt, Community Development Director

James Hitt, Community Development Director said this is a land purchase for area south of Boy Scout Road for the State Road 429 access ramp project. This is an additional access ramp that has been planned and designed for the 429 by the central Florida Expressway, which is CFX at the intersection of the 429 South Binion Road and also Boy Scout Road. This is directly west of the ridge development. In order to complete this project, the City of Apopka needs to acquire the 2.79-acre parcel to the north to the southeast corner of Boy Scout Road to align Boy Scout Road a little bit farther to the north with the cul-de-sac. That'll provide access to the property owners along that northern portion of Boy Scout Road. The new section of Road will be owned by the city of Apopka, and will also include a roundabout at the intersection that will also improve traffic circulation similar to that at the 451 ramps at Marden Road. The ramps going onto State Road 429 will be a northbound on ramp and a southbound off ramp access. Access and utility easements will also be provided to the two parcels to the south which have already gone through approvals. An appraisal report has been completed. This was done by The Barfield Group and was provided as Exhibit C in your packet. The appraisal came in at \$711,000 dollars which is the proposed acquisition price. In addition, we are requesting an additional \$14,000 dollars to be required to cover costs such as title insurance, recording courier, document stamps, and warranty deed. The transportation impact fees are to be used for act for the purchase of this new roadway acquisition. The realignment of Boy Scout Road. The roundabout and the CFX ramp project will increase the capacity of the road system and the total so the total requested purchase price is \$725,000 dollars. A budget amendment will be following up at the next meeting to assign the funds for this actual project. The request is to approve a vacant land contract for \$725,000 dollars for the acquisition of the 2.79 acres for the realignment of Boy Scout Road and the State Road 429 access ramp project. In case you were wondering when these two developments came in on the south side, they took into account the access ramp. The design was already done by CFX and they're okay with the project. They offered a lot of assistance with the actually putting this together.

Mayor Nelson said I tell you it's a testament to the team. We were able to ask CFX about this access and so they've agreed to do the whole interchange. I'm going to say a \$15 to \$20 Million investment by CFX that will benefit us. So, it's pretty amazing you know return on investment.

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

- a. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Land Purchase – South of Boy Scout Road for SR 429 Access Ramp Project.
 - b. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Smith** to approve the Land Purchase – South of Boy Scout Road for SR 429 Access Ramp Project.
 - c. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
4. Joint Use Agreement between the City of Apopka and the School Board of Orange County, FL
Presented by: Radley Williams, Recreation Director

Radley Williams, Recreation Director said before you today we have for consideration and approval joint use agreement between the City of Apopka and Orange County School Board. City of Apopka has a strong standing relationship with the Orange County Public School System and views the school's located in and surrounding Apopka as a vital piece of the community. This joint use agreement is to allow for city recreation programming to run on school board property, and in return to continue to allow school board athletics to utilize some of our park facilities. As part of their agreement, the City of Orange County School Board commit to ensure no charges or additional fees will be charged to either party for this use. One thing that we worked with the school board on for this agreement was to not be as specific with the actual facilities that were in the agreement, but rather highlight the parks that they'd have available access to and they highlight the schools that we'd have available access to. The school board for the Athletic Programs would have access to our Apopka amphitheater, Apopka Athletic Complex, Camp Wewa, and Northwest Recreation Complex. That gives us the flexibility to work with the principals and with the athletic directors to determine the needs that we have at, at the varying seasons of the year. We've worked many months with the school board through this process and we're excited to have this agreement ready for your consideration and approval. I'm here to take any questions. **Commissioner Velazquez** said I know that we spoke yesterday but every year, Miss. Apopka we use the high school and it was done with this agreement. It will that continue to include the Miss. Apopka?

Radley Williams said Correct. It'll be for any city function or program that we have in our department. It would cover that, yes.

Mayor Nelson said I just want to say really quick that we really appreciate school board member Byrd really working hard to get this thing over the finish line. You have another couple projects coming up that we hope to be bringing forward to city council here. That will also include OCPS. It's great to have a, a good relationship with our school board. We look forward to continuing that relationship.

Commissioner Velazquez said what was the term of that?

Radley Williams said it's an initial five-year term. With three available five-year renewals. Those would be automatic renewals unless either side came back with any adjustments to propose. A total of 20 years, maximum term.

- 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 Joint Use Agreement between the City of Apopka and the School Board of Orange County, FL.
- c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Anderson** to approve the Joint Use Agreement between the City of Apopka and the School Board of Orange County, FL.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

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
Density: N/A
Project Manager: Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager

Bobby Howell, Planning Manager request is to annex parcels totaling 32 acres into the City of Apopka. Properties are located north of West Keene Road and west and east of Marden Road. Parcels are contiguous to the city limits and therefore eligible for annexation pursuant Florida. Chapter 171.044. Assignment of a city future land use and zoning designation will occur a later date through the action of the city council. The Development Review Committee recommends approval. The recommended motion this afternoon is to accept first reading for Ordinance number 3049. Hold it over for second reading and adoption on May 15th. Myself and the applicant are available for questions.

- a. **Mayor Nelson** asked if anyone had any questions about this item or if anyone from the public wanted to speak.
- b. Hearing no further questions or comments, he asked for a motion to approve Ordinance No. 3049 at first reading and carry over for second reading and adoption on May 15, 2024.
- c. **Motion by Commissioner Nesta** and seconded by **Commissioner Smith** to approve Ordinance No. 3049 at first reading and hold over for second reading and adoption on May 15, 2024.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

CITY COUNCIL REPORTS

Commissioner Velazquez said do we get to go for the executive session?

Mayor Nelson said yes, we're going close out the council meeting and then we'll go into special. It's a labor agreement so it's different than if it were a settlement agreement.

Commissioner Anderson said so first and foremost, I just want to say thank you all to the community for believing me and actually electing me as your commissioner. It was a journey. I look forward to serving you all with integrity and honesty. Just understand every decision and choice I make. It is definitely going to be for the best interest of everyone in the community. I'm new, so take every mistake with love, but just understand it. Everything I do and every decision I make and every vote I make is based off of whatever facts that are given to me and all the research I do and I'm just excited to be here. I look forward to bringing all my experience serving the community. I will continue to serve now on a different capacity, but I look forward to meeting everyone. There's a lot of things that I want to, you know, implement and do in the community. The next few meetings, you'll probably hear more my vision. I look forward to serving and thank you all for believing in me and I look forward to representing you all. One thing I want to bring up is that I've received a lot of reports from different firefighters that actually resigned from the department. I hear you. I'm reading your reports. I am hear your concerns. I will have a meeting with the Chief and kind of figure out what that looks like. I am new, but I understand, I do hear your concerns. In regards to some of the comments regarding a video I guess that is circulating regarding some I guess some excessive use from an officer. I will be reviewing that video. Next meeting, I will address in regards to kind of my concerns or if there were any concerns in regards to that. I have served in that capacity as a probation officer in social services. I have seen firsthand just different things so I have a perspective in regards to that. I look forward to looking at that video and addressing some of the public concerns. I know we already talked about the potential new city administrator. I was not aware as well that Commissioner Nesta did not meet with him. I think it's extremely fair that he's given an opportunity to actually meet. So that is all for my short report, but once again I look forward to serving you all.

Commissioner Velazquez said we had the National Firefighters foundation. This weekend they'll be hosting the 43rd National Fallen Memorial which is this weekend, Saturday, May 4th and May 5th and that'll be in, Emmitsburg Maryland. Sadly, there's more than I think 200 names that are going. Seven of the firefighters are from here in Florida, and of course the one firefighter from Apopka, Austin Duran, who was an EMT firefighter, 25 years old. As we know that he was tragically injured on June 30th, 2022 and he died from his injuries on July 15th. Just want to make mention since he is one of our firefighters. It is something that we are still dealing with and trying to get some resolution for the family. Of course, there's been a lot of changes in our fire department during procedures and training because of this line of duty death. The only thing is that this weekend it is the President Biden has asked for the flags to be flown at half-staff to honor all the fallen firefighters. I'm hoping that we can do that this weekend in honor of our firefighter Austin Duran and his family. Mr. Sylvester Hall did make mention of the DEI, and I will have to say this, it was on my Commissioner's Report from the last council meeting, but we didn't get a chance to do so. We've had this DEI Committee and it really has not been functioning as a committee. You know the last few events said we had the DEI hosting, but there was only two people hosting from the DEI Group and that of course is, you know, Mr. Mark Wright, who was a resident and he has done so much for us and Steven Cribb. I have to apologize because I don't think any of us, I still don't know What is his title? Steven Cribb.

Mayor Nelson said they changed his title. Previously it was special projects.

Commissioner Velazquez said the only thing I'm going to ask is that we do disband the DEI group and start over again. Now that we have a newly elected commissioner, only because of course the resident that I had appointed her concerns have been over the last few events that have taken place and that have been announced that the DEI group was involved. She personally has not been involved. I see Mr. Hall has left, but he also has expressed that he has not been involved. I think it would be only fair that we disband the current group that's in place because they have not met. I think they met once or twice. Since then we've only had two active members and one of them has been the employee and Mr. Mark Wright, who has been very involved but not the rest of the DEI group and I think we need to start again.

Chuck Vavrek said and I'll have to defer to the Mayor, that the Mayor is the CEO and makes that final choice. If that's the wishes of the Mayor and how we proceed we can. We can also go back and, and look at it, maybe draft a resolution as to do some procedural.

Commissioner Velazquez said I think that would be appropriate because even I reached out to another member of the DEI group who is no longer in Apopka and he left and he said he has not been involved at all.

Chuck Vavrek said I'll consult with the Mayor and we will come up with something.

Commissioner Nesta said I don't want to dismantle it, but if we can just formalize the process a little bit more.

Chuck Vavrek said let's come up with a resolution and a formal way of operating and how the members are selected, expectations, and so forth. Then solidify it.

Commissioner Smith said that was going to my same request. I was the one that requested the committee and I don't want to see it disbanded, but just restructure so it's functioning.

Chuck Vavrek said we will bring any resolution to be adopted and accepted back to the council.

Commissioner Velazquez said since the last council meeting to now, we've had all kinds of events. I sat on the Kewanas Board and we just had the recent banquet at the Apopka Community Center. It was very well attended, very successful. Of course, we had the swearing in yesterday, which was well attended by their family's friends and everybody who was involved with Commissioner Anderson's election. We have the annual Armando Boras Golf Tournament that's coming up May 11th. May 12th, which is Mother's Day. Let me extend to all the Moms and all the ladies in the city and our City Hall, our city staff, a Happy Mother's Day. Next time we come, it'll be after Mother's Day.

Commissioner Smith said today's the first day of Asian American Pacific Islander month for that celebration. I'm looking forward to the Mayor's prayer breakfast tomorrow and at noontime for the Day of Prayer here on the steps of City Hall. It was my first time hearing about the video as well. That's something that we will look into. I think it was very well received, the presentation in reference to the sinkhole or the mineshaft to give us a better understanding as to what took place and how we need to move forward in order to get that resolved.

Commissioner Nesta said I just want to reiterate, definitely not dismantling DEI want to if anything, add more people to it. Again, formalize the process but not dismantle, add to it. I think the bigger the better on that one. Mr. Hitt, this one was for you on accident. I should have asked it Monday. In reference to surplus property. I know that we were going through

that process at one point. Are we, have we made any strides there or what does that look like moving forward for us?

Jim Hitt said one of the issues that that we had was getting three property appraisers online. I'm actually in the process we found out that Duke Energy has a piece of property that's available to purchase. We're getting an appraisal put on that property. I've got two other properties that I've sent over to the appraiser. We're kind of limited at \$5,000 dollars, so the Duke Energy property is \$2,000 dollars. I've got \$3,000 dollars to try to get at least one of those properties done. He hasn't gotten back to me yet in regards to the how much it'll cost to get that. I've already let him know we've got \$2,999 to work with so I'm hoping that he comes through with at least one of those at \$2,999.99 dollars.

Commissioner Nesta said do we need to add more funds to something? There're a couple surplus properties that have been discussed and would that be helpful?

Jim Hitt said I've got two other properties that we were authorized through the city council and the CRA to consider for disposal. Those are the properties that we were looking at to see about getting the appraisal price. We used to do this as we were allowed to use utilize one firm to Sole source. That process changed about a year ago where we can't just do sole source, we actually have to get three prices. The hard part with appraising is that it's not just hourly, but it's also the type of research that has to be done. Unless you go out to bid for every single property for three different properties. I contacted Orange County to see what they do. Of course, they have their own on, on site appraisal, on staff appraisal people, but they also have a couple of other contracts, but they aren't piggyback. The question was, can orange can Orange County grant that piggyback? And I was told at this stage that they can't. They have to get another contract that's a piggyback and they didn't want to bring that to the county commission to do. I have to contact a couple other cities that are local and see who they use and see if they could do a piggyback contract. One of the other issues that came up with the appraisers themselves is that the one that we had been using, Danny Dolger had been extremely responsive. We could get an appraiser, an appraisal done probably two to three weeks. The majority of the appraisers that are out there right now are taking two, three months at least to get the appraisals because they're so busy. So that was one of the other issues that came up.

Commissioner Velazquez said when at this point, if you were to put that out to bid and the appraiser that we use bids for it, when you sit with the committee that's how you determine the time that they at least submit their appraisals? Right?

Jim Hitt said if we go out to bid for each piece of property would almost have to be bid at that stage. That's cumbersome. You're up for a 30-day bid.

Commissioner Velazquez said so they changed the process here? On what ordinance?

Jim Hitt said it wasn't an ordinance.

Chuck Vavrek said it was the purchasing policy that you all adopted a couple years ago. Blanche is working on making some changes to that. That was the one we talked about up in from the \$5,000 and upping that level, if you remember. Also going from the \$50,000 and moving that \$50,000 up to \$100,000 thousand dollars. She's working on that and we will be coming back to you all to make those modifications. It's just everything's costing so much now. We were going to have to change the policy so we can be more flexible.

Commissioner Nesta said I assuming everyone got the email for the RFP that went out for the forensic audit. Did everyone get that? Yes. Did anyone review it? If you didn't review

it, that's okay. I did review it and it's very messy, very sloppy and I just want know it's unfortunate that Mr. Sherman is not here. Who authorized that to go out in the capacity that it was.

Chuck Vavrek said it goes through Ms. Sherman's office and she's responsible for purchasing and allows it to go out.

Commissioner Nesta said so she was the final say on that, that decided that goes out.

Chuck Vavrek said she consulted with me and as we were trying to get you actively involved for a clear understanding of what you wanted, it went back and forth. For clarity, she put exactly what you wanted, plus what the other commissioners asked for.

Commissioner Nesta said okay because it's very sloppy and things that were in there. Former Commissioner Becker as well referenced it that there were items in there that are more public records requests than actual forensic audit requests. A lot of it also went into investigations into campaigns and accuracies and things like that. What I think would be valuable if we want to go this route Mayor is we can bisect this and have one that's specifically focused on finances and the one we can have an investigation into all of our campaigns, the accuracies of our promises and things like that. I think that would be valuable for all the current members that are elected, as well as any past ones that you choose to add to that. If we want to investigate campaigns. I think that's the route we should be going then. Attorney Shepherd, who would be, I guess the governing agency to initiate an investigation, is that a third party? Is that the state level? State attorney is at a federal level that would investigate campaigns?

Attorney Shepard said it's not federal because it's not a federal office unless there's some other allegations involved that are far beyond just elections, such as Honest Services fraud. In terms of who would instigate it, that's going to be an individual complainant. Somebody has to bring a complaint in order for somebody to start investigating unless there's been a report that involves, you know, at, at a certain high level FDLE, worried about corruption and that sort of thing. The typical election complaint is alleged to the Florida Elections Commission. It was one of the things that was instigated after the 2020 election to look at voter fraud. Depending on what the allegations are, there's two different organizations that look at it and obviously at certain level as if it was significant criminal activity, you could even see it go to FDLE, but it doesn't happen automatically. It's not like they're all here, you know, poking around trying to find a crime. Somebody's got to report something first. Credible evidence to initiate an investigation. So that's how that goes.

Commissioner Nesta said okay Mayor, do you want to go down that route on all of ours? would you like to issue those?

Commissioner Velazquez said is this all part of that is the list that he that the mayor had provided?

Commissioner Nesta said provided six audibly and then he added the seventh one somehow got added in.

Commissioner Velazquez said the one question was in all of them was. What does the individual candidate donations and expenditures have to do with forensic audit?

Chuck Vavrek said it's not for us to determine, it's not staff's decision that make and determine what your question is there.

Commissioner Velazquez said when the Mayor gave that as the last thing for his Mayor's report, this had more to do with election issue.

Chuck Vavrek said again staff does not need to be in the middle of a political battle. We asked what you all wanted in there, we put it in there and we pushed it out but we're not going to be bickering amongst you all. We're here to serve the citizens and do our best for the citizens.

Commissioner Velazquez said yeah but that wasn't asked by the citizens. What the Mayor reported wasn't asked by the citizens.

Chuck Vavrek said I'm not here to argue with you. Even when staff was working hard and the purchasing staff worked very hard trying to get this in on a Thursday. You sent your comments back at two minutes before it had to be put in the sentinel. Two minutes before supposed to, and then you said, well, I'll send it to you tomorrow on Friday. Blanche was doing her very best to try to meet your needs. She felt that you were pushing it off. We asked, what do you want? She got up here and told you at one of the commission meetings she needed clarity and you said it was clearly given to you in the paper that you sent her, the email you sent her. Okay, and that's how she directed it.

Commissioner Nesta said So, Mayor again, would you like to bisect this and, and have a separate investigation into the campaigns? **Mayor Nelson** said No.

Commissioner Nesta said So, do you want to remove yours out of the forensic audit?

Mayor Nelson said No.

Commissioner Nesta said So you're just trying to derail a forensic audit that we all voted for?

Mayor Nelson said no I'm not trying to derail, just adding a few things to it.

Commissioner Nesta said well, most of that's a public record anyway, so I don't know if we need to do an education course on public records versus our forensic audits. I mean, maybe that'll be beneficial as well. It seems like there's some confusion there. So again, once that comes back from, if anybody bids on this and probably won't we'll clean that up at that point then. This was clearly meant to derail, actually an attack, versus actually trying to clean up our finances and move forward with it. So, with that, that's all I have.

Commissioner Smith said I would like for us to consider renewing the lease for the chamber for the building. That was the item that I had.

Commissioner Velazquez said well, that needs a lot of discussion though.

Mayor Nelson said well, it'll be a business item for next meeting.

Commissioner Velazquez said I omitted to ask this question because I don't get to really ask you direct, but there's been the Vietnam, the businessman. He called me again this morning.

Mayor Nelson said Yes. We're putting it together.

Chuck Vavrek said I'll be getting with each of you all. The impact fee studies for the police, fire and recreation are wrapping up. We met with the consultant last week and they're about complete with that. They just needed to fine tune and double check the request out of the police, the fire and the recreation department. So those numbers are coming in based on those numbers. Just so you know, it'll be a, a probably a lengthy process because it has to meet the extenuating circumstances, requirements under state statute requiring two public hearings and some other processes. I wanted to make you aware of that. The reason those numbers are coming in high is we're seeing inflation hit us on everything when it deals with construction or equipment. The other thing is, I know

there was some social media stuff going out there that we were kicking the VFW out. That is incorrect. You all were the ones that reviewed and approved the final contract. They're there. All that's happened is that we'll take over the day-to-day operations of the VFW versus them doing it. We'll continue forward.

Commissioner Nesta said to add to that too, we just got the signed fully executed contract back as well.

Chuck Vavrek said it previously executed before you all saw it the last time I made a change. So, we had to go and make the change and re-execute. I just wanted to stay, yes, we have it fully executed.

CITY ATTORNEY'S REPORT

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

MAYOR'S REPORT

Mayor Nelson said the Art and Foliage Festival. One of the best we've had in a decade. It, it was so good. Just great swearing in, what great support on the reelection of Commissioner Nesta and newly elected Commissioner Anderson. It was just great turnout. It was just great to see a lot of people energized about the election. This Saturday, May 4th, 5:00 PM the Zach Brown tribute band will be at the amphitheater. Should be a great show. So, you all that like eighties music they're a great band to listen to. Commissioner Smith brought it up. The prayer breakfast will be tomorrow morning. Doors open, 6:30 AM. I'm so excited. When I served in the legislature a few years ago, we had David Barton from Wall Builders was our, our keynote speaker for the legislative prayer breakfast and amazing individual talks about the, 50 signers of the declaration and how they impacted not only government, but how they impacted our religious beliefs. They talk about how our government was founded on secular principles. They go through the process of showing how all of the 50 members that signed it and what they did to make a religion, a part of our government. So regardless of what people tell you, we are not a secular government. If you get a chance, if you hadn't signed up, I think they've got a few more seats available very well worth the effort. We don't have David Barton, but we have his son Tim and we're really excited about that. As you know we'll have at 12 o'clock noon, we'll have on the steps of city hall, we'll have a noon service as well.

Chuck Vavrek said I just want to make it very clear that we are going into a closed-door labor negotiations pursuant to Florida State Statute 447.605 for labor negotiations and this meeting will be concluded, then we'll finish right there.

ADJOURNMENT

The meeting adjourned at 4:25 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 15, 2024

Department: Police Department

SUBJECT:

Notification of Application for Fiscal Year 2024 Patrick Leahy Bulletproof Vest Partnership

REQUEST:

The Police Department is submitting an application for a grant to receive \$9,900,00 in funds to put towards the purchase of replacement ballistic vests for those that are going to expire this year.

SUMMARY:

The Patrick Leahy Bulletproof Vest Partnership is a U.S. Department of Justice initiative designed to provide a critical resource to law enforcement by providing funds to help replace expiring ballistic vests. The ballistic vests assigned to our members have a usable life cycle of five (5) years and then require replacement. These funds will help cover approximately one-half the cost of what the department will spend this year to replace twenty (20) ballistic vests set to expire.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Authorize the department's application for funding in accordance with the 2024 Patrick Leahy Bulletproof Vest Partnership.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: May 15, 2024

Department: Finance Department

SUBJECT:

Authorize the issuance of sole source memos: Environmental Products.

REQUEST:

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

SUMMARY:

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

107.3.9.8.3. SOLE SOURCE.

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

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

Summary of Requested Sole Source Vendors:

Department	Vendor	Description	Requested Amount
Public Services Fleet Division	Environmental Products	Elgen Authorized Dealer for Street Sweepers, Vactor and Labrie Parts and Service	Within FY24 Budgetary Appropriations

Vendor Sole Source Memo Details:

Vendor:	Environmental Products
Department:	Public Services: Fleet Division
Description:	Elgen Authorized Dealer for Street Sweepers, Vactor and Labrie Parts and Service
Requested Amount:	Within FY24 Budgetary Appropriations
Policy Requirement:	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet the City's requirements: Environmental Products is the only authorized dealer for Elgen street sweepers, vactor and labrie truck parts and services.
Policy Requirement:	Compatibility with existing systems requires procurement from a single source: Environmental Products is the only authorize parts and service center for Elgen Equipment in central Florida.
Justification:	Only authorized dealer for parts and services on city-owned vehicles. Requires additional Sole Source dollar amount due to the amount of repairs needed on applicable vehicles.
History:	Sole Source memo authorized in FY23 Sole Source memo authorized in FY24 via City Council January 3, 2024, at \$85,000, requesting to increase to within FY24 budgetary appropriations.

FUNDING SOURCE:

Approved FY24 budget

RECOMMENDED MOTION:

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

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: May 15, 2024

Department: Finance Department

SUBJECT:

Authorize the execution of piggyback contracts for the assigned terms: Sunbelt Rentals, Inc., Mechanical Services of Central Florida, Inc., Core Construction of Texas, Inc., Viking Security, Inc, and Crowdergulf Joint Venture, 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, vendors, descriptions, sources, and expiration dates.

Department:	Public Services & Citywide
Vendor:	Sunbelt Rentals, Inc.
Description:	Equipment and Tool Rental Services
Source:	OMNIA Region 4 ESC
Bid/Contract #:	RFP 20-06
Bid Award Date	November 1, 2020
Expiration Date:	October 31, 2024
Renewals:	Yes

Department: Parks and Recreation
Vendor: Mechanical Services of Central Florida, Inc.
Description: Chiller Preventative Maintenance, HVAC Repairs, new-Equipment Purchase and Install Lot 3
Source: Lake County Schools
Bid/Contract #: ITB 20-0405-B-AR
Bid Award Date: July 12, 2021
Expiration Date: July 11, 2024
Renewals: Yes

Department: Parks and Recreation
Vendor: Core Construction of Texas, Inc.
Description: Disaster and Non-Disaster Restoration of Operational Services
Source: OMNIA Region 4 ESC
Bid/Contract #: R191604
Bid Award Date: May 1, 2020
Expiration Date: April 30, 2025
Renewals: Yes

Department: Public Services
Vendor: Crowdergulf Joint Venture, Inc.
Description: Disaster Debris Removal and Recovery
Source: Orange County Government
Bid/Contract #: RFP Y24-148
Bid Award Date: May 7, 2024
Expiration Date: May 31, 2027
Renewals: Yes

Department: Parks and Recreation
Vendor: Viking Security, Inc.
Description: Intrusion Detection Contractor Services
Source: The School District of Osceola County
Bid/Contract #: SDOC-24-B-048-ML
Bid Award Date: December 12, 2023
Expiration Date: December 11, 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 15, 2024

Department: Finance Department

SUBJECT:

Accept the disbursement report for April 2024.

REQUEST:

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

SUMMARY:

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

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Accept the April 2024 Disbursement Report.

ATTACHMENTS:

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

City of Apopka
April 2024
Finance Disbursement Report
Exhibit A

Description	Check #	Check Date	Vendor Name	PO #	Item Description	Amount	Void Amount	Net Amount	Void Reason
GENERAL OPERATING ACCOUNT	230626	4/2/2024	HALL, STEVEN	21-02504	UTILITY REFUND	54.97		0	54.97
GENERAL OPERATING ACCOUNT	230627	4/2/2024	HALL, STEVEN	23-03746	UTILITY REFUND	185.00		0	185.00
GENERAL OPERATING ACCOUNT	230628	4/2/2024	DINGLE, DANIEL	24-02724	ACC facility deposit refund	500.00		0	500.00
GENERAL OPERATING ACCOUNT	230629	4/4/2024	SCOTT RANDOLPH, TAX COLLECTOR	24-03277	Ad-Valorem 2023 General Fund	11,165.61		0	11,165.61
GENERAL OPERATING ACCOUNT	230630	4/5/2024	ADVANCE DRIVELINE	24-01731	REPAIRS TP DRIVE SHAFTS	505.78		0	505.78
GENERAL OPERATING ACCOUNT	230631	4/5/2024	ADVANCED ENVIRONMENTAL LAB	24-00148	Laboratory Services	3,507.00		0	3,507.00
GENERAL OPERATING ACCOUNT	230631	4/5/2024	ADVANCED ENVIRONMENTAL LAB	24-00149	Drinking Water Compliance Labs	1,838.00		0	1,838.00
GENERAL OPERATING ACCOUNT	230631	4/5/2024	ADVANCED ENVIRONMENTAL LAB	24-00355	OnSite Laboratory Services	436.00		0	436.00
GENERAL OPERATING ACCOUNT	230632	4/5/2024	ALFA LAVAL, INC	24-03171	Wash Box Seals	682.29		0	682.29
GENERAL OPERATING ACCOUNT	230633	4/5/2024	ALLIED UNIVERSAL CORPORATION	24-00504	Bleach for Water Treatment	5,991.48		0	5,991.48
GENERAL OPERATING ACCOUNT	230633	4/5/2024	ALLIED UNIVERSAL CORPORATION	24-00505	Sodium Hypochlorite	7,637.76		0	7,637.76
GENERAL OPERATING ACCOUNT	230634	4/5/2024	ALL-RITE FENCE CO.,INC.	24-02708	AWP Playground Fence	1,726.97		0	1,726.97
GENERAL OPERATING ACCOUNT	230635	4/5/2024	ALL VALLEY HOSE AND INDUSTRIAL	24-00348	HOSE & FITTINGS FOR BIG TRUCKS	1,502.35		0	1,502.35
GENERAL OPERATING ACCOUNT	230636	4/5/2024	ALYSA CLEANERS	24-01142	Uniform Alterations	15.00	15.00	0	Altered
GENERAL OPERATING ACCOUNT	230637	4/5/2024	AT & T MOBILITY	24-01132	ICC Internet Circuit	43.23		0	43.23
GENERAL OPERATING ACCOUNT	230638	4/5/2024	BIRCHMORE GROUP, INC.	24-01710	Saturday Sounds entertainment	4,600.00		0	4,600.00
GENERAL OPERATING ACCOUNT	230639	4/5/2024	BROWNIE'S SEPTIC & PLUMBING	24-03253	Emergency Work for Vick Rd	117,828.75		0	117,828.75
GENERAL OPERATING ACCOUNT	230640	4/5/2024	CAPSAMBELIS, CHRISTOPHER R	24-03259	Sergeant/Lieutenant Promotion	4,943.75		0	4,943.75
GENERAL OPERATING ACCOUNT	230641	4/5/2024	CAR STORE OF WEST ORANGE, INC.	24-00328	TOWING FOR LARGE VEHICLES	1,481.50		0	1,481.50
GENERAL OPERATING ACCOUNT	230642	4/5/2024	CERTIFIED SLINGS, INC.	24-00080	Inventory items blanket PO	750.98		0	750.98
GENERAL OPERATING ACCOUNT	230643	4/5/2024	CHARTER COMMUNICATIONS HOLDING	24-01387	Cable TV Services	100.74		0	100.74
GENERAL OPERATING ACCOUNT	230644	4/5/2024	CITY ELECTRIC SUPPLY CO.	24-00005	Repair needs for division	23.35		0	23.35
GENERAL OPERATING ACCOUNT	230644	4/5/2024	CITY ELECTRIC SUPPLY CO.	24-00677	Signal Maintenance Parts	564.31		0	564.31
GENERAL OPERATING ACCOUNT	230645	4/5/2024	CIVICPLUS, INC.	24-03165	Economic Development Website	4,761.66		0	4,761.66
GENERAL OPERATING ACCOUNT	230646	4/5/2024	CONCORD TECHNOLOGIES	24-00354	Hosted Faxing Service	200.42		0	200.42
GENERAL OPERATING ACCOUNT	230647	4/5/2024	CRYSTAL SPRINGS	24-00134	Water Delivery - Station 6	144.89		0	144.89
GENERAL OPERATING ACCOUNT	230648	4/5/2024	EVOQUA WATER TECHNOLOGIES LLC	24-00323	PD LEGAL ADVISOR 2023-24	8,511.23		0	8,511.23
GENERAL OPERATING ACCOUNT	230649	4/5/2024	DUNCAN, KATHRYN	24-03214	Kathryn D. Chair exercise clas	1,920.00		0	1,920.00
GENERAL OPERATING ACCOUNT	230650	4/5/2024	ENCO UTILITY SERVICES FLORIDA	24-01428	UTILITY BILL PRINT & POSTAGE	19,753.72		0	19,753.72
GENERAL OPERATING ACCOUNT	230651	4/5/2024	ETR, L.L.C.	24-03248	AIR SUSPENSION PARTS	5,187.57		0	5,187.57
GENERAL OPERATING ACCOUNT	230651	4/5/2024	ETR, L.L.C.	24-03249	AIR SUSPENSION REPAIRS	1,749.37		0	1,749.37
GENERAL OPERATING ACCOUNT	230652	4/5/2024	EVOQUA WATER TECHNOLOGIES LLC	24-00698	Chemical for Ordor Control	10,956.42		0	10,956.42
GENERAL OPERATING ACCOUNT	230652	4/5/2024	EVOQUA WATER TECHNOLOGIES LLC	24-00699	Ordor Control Scubber Leases	2,864.50		0	2,864.50
GENERAL OPERATING ACCOUNT	230653	4/5/2024	EXPLORE INFORMATION SERVICES	24-00337	MVR MONITORING SYSTEM 2023-24	726.16		0	726.16
GENERAL OPERATING ACCOUNT	230654	4/5/2024	FASTENAL COMPANY	24-00753	MISCELLANEOUS HARDWARE	26.88		0	26.88
GENERAL OPERATING ACCOUNT	230655	4/5/2024	FEDERAL EASTERN INTERNATIONAL	24-01586	Duty Belts - Support Services	165.00		0	165.00
GENERAL OPERATING ACCOUNT	230656	4/5/2024	FIFTH THIRD BANK LEGAL ENTRY	24-03206	Blanket subpoenas payments	10.00		0	10.00
GENERAL OPERATING ACCOUNT	230657	4/5/2024	FIRECOM	21-06537	Firecom headset	4,817.44		0	4,817.44
GENERAL OPERATING ACCOUNT	230658	4/5/2024	FISHER & PHILLIPS LLP	24-00395	LABOR ATTORNEY FEES 2023-24	5,520.00		0	5,520.00
GENERAL OPERATING ACCOUNT	230659	4/5/2024	FLORIDA CENTRAL RAILROAD	24-01623	Leases for Florida Railroad	968.36		0	968.36
GENERAL OPERATING ACCOUNT	230659	4/5/2024	FLORIDA CENTRAL RAILROAD	24-01637	Leases for Florida Railroad	3,934.00		0	3,934.00
GENERAL OPERATING ACCOUNT	230660	4/5/2024	FLORIDA DEPARTMENT OF STATE	24-00426	Quarterly Microfilm Storage	36.60		0	36.60
GENERAL OPERATING ACCOUNT	230661	4/5/2024	FLORIDA STATE COLLEGE	24-02049	Online PST Course - Malboeuf	550.00		0	550.00
GENERAL OPERATING ACCOUNT	230662	4/5/2024	FLORIDA COAST EQUIPMENT	24-01237	KUBOTA PARTS FOR MOWERS	884.20		0	884.20
GENERAL OPERATING ACCOUNT	230663	4/5/2024	FORENSIC SOURCE	24-03054	Evidence Section Supplies	941.00		0	941.00
GENERAL OPERATING ACCOUNT	230664	4/5/2024	FRED FOX ENTERPRISES, INC.	22-02225	Fred Fox-CDBG Services-Blanket	4,050.00		0	4,050.00
GENERAL OPERATING ACCOUNT	230665	4/5/2024	GENERAL UTILITIES CORPORATION	24-01030	General Utilities- Wewa	369.00		0	369.00
GENERAL OPERATING ACCOUNT	230666	4/5/2024	GOVCONNECTION, INC.	24-03207	Cisco Meraki Renewal	7,564.44		0	7,564.44
GENERAL OPERATING ACCOUNT	230667	4/5/2024	GRAINGER	24-00082	Inventory items blanket PO	4,726.11		0	4,726.11
GENERAL OPERATING ACCOUNT	230667	4/5/2024	GRAINGER	24-00712	Plant Maint Operating Supplies	319.36		0	319.36
GENERAL OPERATING ACCOUNT	230667	4/5/2024	GRAINGER	24-00758	MISCELLANEOUS PARTS & SUPPLIES	974.29		0	974.29
GENERAL OPERATING ACCOUNT	230667	4/5/2024	GRAINGER	24-01426	Blanket PO for Supplies	32.04		0	32.04
GENERAL OPERATING ACCOUNT	230668	4/5/2024	HOWARD INDUSTRIES, INC.	24-02484	Panasonic Police Laptops	86,144.00		0	86,144.00
GENERAL OPERATING ACCOUNT	230669	4/5/2024	INFORMATION MANAGEMENT SERVICE	24-01599	IMS Annual Maintenance	544.50		0	544.50
GENERAL OPERATING ACCOUNT	230670	4/5/2024	JANI- KING OF ORLANDO	24-00448	Janitorial services Citywide	3,980.00		0	3,980.00
GENERAL OPERATING ACCOUNT	230671	4/5/2024	JOHN MILLER TRUCKING, INC.	24-00730	Blanket P.O Sod.	1,309.00		0	1,309.00
GENERAL OPERATING ACCOUNT	230671	4/5/2024	JOHN MILLER TRUCKING, INC.	24-00784	Sod	595.00		0	595.00
GENERAL OPERATING ACCOUNT	230672	4/5/2024	K&M CUSTOM CREATIONS	24-02963	Shirts for PZ Staff	299.70		0	299.70
GENERAL OPERATING ACCOUNT	230673	4/5/2024	KONICA MINOLTA BUSINESS	24-00578	Finance Copy Machine Maintenanc	87.50		0	87.50
GENERAL OPERATING ACCOUNT	230673	4/5/2024	KONICA MINOLTA BUSINESS	24-01135	Dispatch Copy Machine Maint	68.85		0	68.85
GENERAL OPERATING ACCOUNT	230673	4/5/2024	KONICA MINOLTA BUSINESS	24-01136	GWTP Printer Maintenance	49.49		0	49.49
GENERAL OPERATING ACCOUNT	230674	4/5/2024	KONICA MINOLTA BUSINESS	24-01157	PS Purchasing Printer Maint	69.61		0	69.61

City of Apopka
April 2024
Finance Disbursement Report
Exhibit A

GENERAL OPERATING ACCOUNT	230675	4/5/2024 KRASNOW, YEMANJA	23-03289	Blanket PO- Clinician Services	1,809.00	0	1,809.00
GENERAL OPERATING ACCOUNT	230676	4/5/2024 LAKE TIRE & AUTO	24-00633	STOCK TIRES FOR CITY VEHICLES	5,519.32	0	5,519.32
GENERAL OPERATING ACCOUNT	230677	4/5/2024 LATTIMORE, DARRYL A	24-03199	Standby mileage reimbursement	30.15	0	30.15
GENERAL OPERATING ACCOUNT	230678	4/5/2024 LIVEVIEW GPS, INC	24-00460	CID Monthly GPS Service	165.65	0	165.65
GENERAL OPERATING ACCOUNT	230681	4/5/2024 TPH HOLDINGS, LLC	24-00160	MISCELLANEOUS VEHICLE PARTS	3,481.99	0	3,481.99
GENERAL OPERATING ACCOUNT	230681	4/5/2024 TPH HOLDINGS, LLC	24-00161	STOCK VEHICLE PARTS	1,321.70	0	1,321.70
GENERAL OPERATING ACCOUNT	230682	4/5/2024 LOAVES AND FISHES	24-03208	Loaves Fishes donation/Nelson	500.00	0	500.00
GENERAL OPERATING ACCOUNT	230683	4/5/2024 LYNCH OIL COMPANY, INC	24-01662	STOCK BULK OILS FOR CITY USE	3,336.88	0	3,336.88
GENERAL OPERATING ACCOUNT	230684	4/5/2024 MARCO POLO POOL MAINT INC	24-01241	Pool & Splash Pad Maintenance	3,591.67	0	3,591.67
GENERAL OPERATING ACCOUNT	230685	4/5/2024 MCNEILUS TRUCK & MANUFACTURING	24-00827	PARTS & REPAIRS ON LARGE TRUCK	1,195.53	0	1,195.53
GENERAL OPERATING ACCOUNT	230686	4/5/2024 MIDFLORIDA ARMORED & ATM SERV	24-00713	Armored Car Services	642.00	0	642.00
GENERAL OPERATING ACCOUNT	230687	4/5/2024 MISCANNON, THOMAS MICHAEL	24-00064	Soccer Officials	17,212.50	0	17,212.50
GENERAL OPERATING ACCOUNT	230688	4/5/2024 MULLINAX FORD	24-00333	FORD PARTS AND REPAIRS	880.00	0	880.00
GENERAL OPERATING ACCOUNT	230689	4/5/2024 MUNICIPAL EMERGENCY SERVICES	24-00147	Hurst Tools Repair & Maint.	515.89	0	515.89
GENERAL OPERATING ACCOUNT	230690	4/5/2024 NEWKIRK ENGINEERING INC	21-02071	APOPKA DOWNTOWN TRAIL DESIGN	46,352.56	0	46,352.56
GENERAL OPERATING ACCOUNT	230692	4/5/2024 ODP BUSINESS SOLUTIONS, LLC	24-00291	Office Depot HR Sup. FY24	199.15	0	199.15
GENERAL OPERATING ACCOUNT	230692	4/5/2024 ODP BUSINESS SOLUTIONS, LLC	24-00594	Blanket PO - Office Supplies	91.16	0	91.16
GENERAL OPERATING ACCOUNT	230692	4/5/2024 ODP BUSINESS SOLUTIONS, LLC	24-00624	Office supplies for department	199.15	0	199.15
GENERAL OPERATING ACCOUNT	230692	4/5/2024 ODP BUSINESS SOLUTIONS, LLC	24-00629	DE Office Supplies	233.10	0	233.10
GENERAL OPERATING ACCOUNT	230692	4/5/2024 ODP BUSINESS SOLUTIONS, LLC	24-00716	OFFICE SUPPLIES - UB	156.58	0	156.58
GENERAL OPERATING ACCOUNT	230693	4/5/2024 ONSYTE PERFORMANCE LLC	24-00632	Monthly Utilities Charges	1,215.82	0	1,215.82
GENERAL OPERATING ACCOUNT	230696	4/5/2024 O'REILLY AUTO PARTS	24-00158	MISCELLANEOUS VEHICLE PARTS	1,474.51	0	1,474.51
GENERAL OPERATING ACCOUNT	230696	4/5/2024 O'REILLY AUTO PARTS	24-00159	STOCK VEHICLE PARTS	802.76	0	802.76
GENERAL OPERATING ACCOUNT	230697	4/5/2024 ORLANDO PAVING CO	24-00743	Piggyback - Hot Asphalt	1,971.23	0	1,971.23
GENERAL OPERATING ACCOUNT	230698	4/5/2024 ORLANDO BUSINESS TELEPHONE SYS	24-03177	Voice Mail Licenses	1,120.00	0	1,120.00
GENERAL OPERATING ACCOUNT	230699	4/5/2024 OSBURN ASSOCIATES INC	24-00744	Street Sign replacement	500.45	0	500.45
GENERAL OPERATING ACCOUNT	230700	4/5/2024 PEOPLE READY, INC	24-01494	Temp Labor	11,908.00	0	11,908.00
GENERAL OPERATING ACCOUNT	230701	4/5/2024 PETROLEUM TRADERS CORP	24-00162	CITY WIDE GAS & DIESEL	49,869.09	0	49,869.09
GENERAL OPERATING ACCOUNT	230701	4/5/2024 PETROLEUM TRADERS CORP	24-00723	Petroleum Traders Blanket	3,834.42	0	3,834.42
GENERAL OPERATING ACCOUNT	230701	4/5/2024 PETROLEUM TRADERS CORP	24-01651	Generator Fuel	13,430.07	0	13,430.07
GENERAL OPERATING ACCOUNT	230702	4/5/2024 PIEDMONT ANIMAL HOSPITAL	24-01803	Canine Wellness	1,158.32	0	1,158.32
GENERAL OPERATING ACCOUNT	230703	4/5/2024 PREMIERE JANITORIAL SUPPLY	24-00076	Inventory items blanket PO	1,000.00	0	1,000.00
GENERAL OPERATING ACCOUNT	230704	4/5/2024 PREMIER LAWN MAINTENANCE	24-01235	Right of Way mowing contract	22,980.75	0	22,980.75
GENERAL OPERATING ACCOUNT	230704	4/5/2024 PREMIER LAWN MAINTENANCE	24-01236	Grounds Maintenance	470.00	0	470.00
GENERAL OPERATING ACCOUNT	230705	4/5/2024 PRIORITY DISPATCH	24-03258	EMD Certification Course	1,700.00	0	1,700.00
GENERAL OPERATING ACCOUNT	230706	4/5/2024 PSYTEGRITY, LLC	24-01126	Pre Employment Exams	375.00	0	375.00
GENERAL OPERATING ACCOUNT	230707	4/5/2024 AMSOIL INC./ACCOUNTS RECEIVABL	24-00496	STOCK SYNTHETIC OILS	1,467.38	0	1,467.38
GENERAL OPERATING ACCOUNT	230708	4/5/2024 RE-IMAGINE COMMUNITIES CORP	24-03192	Re-Imagine Donation/Nelson	500.00	0	500.00
GENERAL OPERATING ACCOUNT	230709	4/5/2024 REO'S AUTO DETAILING	24-00899	MISCELLANEOUS MOBIL CAR DETAIL	225.00	0	225.00
GENERAL OPERATING ACCOUNT	230710	4/5/2024 RICOH USA, INC.	24-00373	Monthly Copy Charges	803.40	0	803.40
GENERAL OPERATING ACCOUNT	230711	4/5/2024 RIVERA, YAEI	24-03198	Standby mileage reimbursement	9.65	0	9.65
GENERAL OPERATING ACCOUNT	230712	4/5/2024 ROSENBAUER MINNESOTA, LLC	24-00454	MISCELLANEOUS FIRE TRUCK PARTS	1,659.17	0	1,659.17
GENERAL OPERATING ACCOUNT	230713	4/5/2024 RUSH TRUCK CENTERS	24-03212	PARTS AND REPAIRS ON AMB #21	6,021.58	0	6,021.58
GENERAL OPERATING ACCOUNT	230714	4/5/2024 SCIENS ORLANDO, LLC.	24-01771	Fire Alarm System Monitoring	150.00	0	150.00
GENERAL OPERATING ACCOUNT	230715	4/5/2024 SIGNAL ZERO ARMS	24-02886	Expandable Batons	1,003.70	0	1,003.70
GENERAL OPERATING ACCOUNT	230716	4/5/2024 LOUIS E. SNYDER	24-00457	REBUILD HYDRAULIC CYLINDERS	10,827.61	0	10,827.61
GENERAL OPERATING ACCOUNT	230717	4/5/2024 SOUTHERN COMPUTER WAREHOUSE, I	24-03175	Computers	3,325.00	0	3,325.00
GENERAL OPERATING ACCOUNT	230718	4/5/2024 SPANISH CONGREGATION OF JEHOVA	24-03256	ACC facility deposit refund	500.00	0	500.00
GENERAL OPERATING ACCOUNT	230719	4/5/2024 VARSITY BRANDS HOLDING CO, INC	24-03036	Sports equipment	2,516.48	0	2,516.48
GENERAL OPERATING ACCOUNT	230720	4/5/2024 STAPLE, INC	24-00298	Blanket PO - Supplies	189.12	0	189.12
GENERAL OPERATING ACCOUNT	230721	4/5/2024 SUNDAY COOL, LLC	24-02816	Spring Break T-shirts	671.80	0	671.80
GENERAL OPERATING ACCOUNT	230722	4/5/2024 SURPLUS STEEL & SUPPLY, INC	24-00813	MISCELLANEOUS STEEL FOR REPAIR	226.23	0	226.23
GENERAL OPERATING ACCOUNT	230723	4/5/2024 TAW ORLANDO SERVICE CENTER INC	24-00717	Pump & Motor Maint. Repairs	20,338.17	0	20,338.17
GENERAL OPERATING ACCOUNT	230724	4/5/2024 TETRA TECH INC.	23-03155	Misc PE Services	5,178.45	0	5,178.45
GENERAL OPERATING ACCOUNT	230725	4/5/2024 T-MOBILE USA, INC	24-01200	PIO/Strategic Service-BLANKET	210.30	0	210.30
GENERAL OPERATING ACCOUNT	230726	4/5/2024 T-MOBILE USA	24-00909	Cell Data For GPS & iPad Servi	6,073.14	0	6,073.14
GENERAL OPERATING ACCOUNT	230727	4/5/2024 TRANSDIESEL OF CENTRAL FLORIDA	24-00818	PARTS & REPAIR ON LARGE TRUCKS	3,639.10	0	3,639.10
GENERAL OPERATING ACCOUNT	230728	4/5/2024 USA BLUE BOOK	24-00077	Inventory items blanket PO	1,665.36	0	1,665.36
GENERAL OPERATING ACCOUNT	230728	4/5/2024 USA BLUE BOOK	24-00720	WRF Operational Supplies	711.64	0	711.64
GENERAL OPERATING ACCOUNT	230729	4/5/2024 VERIZON WIRELESS	24-00908	Verizon Cellular Service	5,756.75	0	5,756.75
GENERAL OPERATING ACCOUNT	230730	4/5/2024 WASTEQUIP, LLC	24-02486	Dumpsters & Parts	29,418.00	0	29,418.00
GENERAL OPERATING ACCOUNT	230731	4/5/2024 W.B. MASON COMPANY, INC	24-00006	Toilet Paper and Trash bags	1,438.72	0	1,438.72
GENERAL OPERATING ACCOUNT	230731	4/5/2024 W.B. MASON COMPANY, INC	24-01096	General Office Supplies @ NW	146.12	0	146.12

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GENERAL OPERATING ACCOUNT	230732	4/5/2024 WESCO TURF, INC.	24-00295	MISCELLANEOUS MOWER PARTS	4,762.07	0	4,762.07
GENERAL OPERATING ACCOUNT	230733	4/5/2024 West Orange Chamber of Commerce	24-02051	WO Chamber luncheon	49.00	0	49.00
GENERAL OPERATING ACCOUNT	230734	4/5/2024 WHITEHEAD, CHARLES	24-03200	Standby mileage reimbursement	36.72	0	36.72
GENERAL OPERATING ACCOUNT	230735	4/5/2024 YOURIDGUARD, INC.	24-00288	Open PO EE YOURIDGUARD FY24	930.08	0	930.08
GENERAL OPERATING ACCOUNT	230736	4/5/2024 UNITED STATES TREASURY	24-03296	IRS LEVY PAYROLL W/E 03/30/24	593.14	0	593.14
GENERAL OPERATING ACCOUNT	230737	4/8/2024 DALMAU GONZALEZ, LETICIA	24-03300	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	230738	4/8/2024 PEREZ, GEORGIA	24-03301	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	230739	4/8/2024 MARTINEZ, DANNY	24-03302	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	230740	4/8/2024 GUDEMAN, TYLER	24-03303	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230741	4/8/2024 ISAAC, ANIL	24-03304	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230742	4/8/2024 GUILD, KEVIN	24-03305	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230743	4/8/2024 NUNEZ, DANNY	24-03306	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230744	4/8/2024 HAWLEY, HELEN	24-03307	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230745	4/8/2024 KEO, PISETH	24-03308	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230746	4/8/2024 HUNT, ANNE	24-03309	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230747	4/8/2024 GALERA, CHRISTINE	24-03310	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230748	4/8/2024 FACCHINELLO, JOSHUA	24-03311	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230749	4/8/2024 AMARO, IRENE	24-03312	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230750	4/8/2024 ROSENBERG, HARLAN	24-03313	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230751	4/8/2024 PEREZ PI, STEPHANIE	24-03314	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	230752	4/8/2024 TUBERQUIA PEREZ, JORGE IVAN	24-03315	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230753	4/8/2024 MEJIAS, YOLANDA	24-03316	UTILITY REFUND	50.00	0	50.00
GENERAL OPERATING ACCOUNT	230754	4/8/2024 SKILERS, JUDITH	24-03317	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230755	4/8/2024 HUYNH, PHUC	24-03318	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230756	4/8/2024 AUSTIN, JENNY	24-03319	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230757	4/8/2024 HAYES, GARY	24-03320	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230758	4/8/2024 MCCORMICK, RICHARD	24-03321	UTILITY REFUND	155.00	0	155.00
GENERAL OPERATING ACCOUNT	230759	4/8/2024 AUSTIN, DYLAN	24-03322	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230760	4/8/2024 HERNANDEZ, KARINA	24-03323	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230761	4/8/2024 GRIMANDO, CAROLL	24-03324	UTILITY REFUND	170.00	0	170.00
GENERAL OPERATING ACCOUNT	230762	4/8/2024 ST CLAIR, KIMBERLY	24-03325	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230763	4/8/2024 PERRY, WINSTON	24-03326	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230764	4/8/2024 HENDRICKSON, RYAN	24-03327	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230765	4/8/2024 SOOKNANAN, VAJAI	24-03328	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230766	4/8/2024 LOZADA, ALEX	24-03329	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230767	4/8/2024 VELEZ DIAZ, MERCEDES	24-03330	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230768	4/8/2024 KIM, MYOUNG	24-03331	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230769	4/8/2024 GLENN, JOHN L	24-03332	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230770	4/8/2024 FELLAND, LISA	24-03333	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230771	4/8/2024 ALLEN, NICHOLAS	24-03334	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230772	4/8/2024 MARTINEZ, CAROLINA	24-03335	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230773	4/8/2024 WOODRUFF, ASHLEIGH	24-03336	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230774	4/8/2024 WARD, BOBBY	24-03337	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	230775	4/8/2024 DUROY, SUZANNE	24-03338	UTILITY REFUND	245.00	245.00	0 Backup doesn't match
GENERAL OPERATING ACCOUNT	230776	4/8/2024 SZKODZINSKI, MARTIN	24-03339	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230777	4/8/2024 RANDAZZO, STACEY	24-03340	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230778	4/8/2024 UTLEY, JOEL	24-03341	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230779	4/8/2024 OWENS, BRANDON	24-03342	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230780	4/8/2024 ROSE, KEDDESHA	24-03343	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230781	4/8/2024 LICONA, YENI	24-03344	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230782	4/8/2024 GUTIERREZ, AMELIA	24-03345	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230783	4/8/2024 SALAS, VICTOR	24-03346	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	230784	4/8/2024 FONTUS, JEFF	24-03347	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230785	4/8/2024 CENTENERA, CRISTINA	24-03348	UTILITY REFUND	220.00	0	220.00
GENERAL OPERATING ACCOUNT	230786	4/8/2024 FRECKLETON, MARLON	24-03349	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230787	4/9/2024 AMICI ENGINEERING CONTRACTORS	24-01461	Vick Rd. WWS FM upgrade LS#73	60,572.34	0	60,572.34
GENERAL OPERATING ACCOUNT	230788	4/9/2024 SONNNY'S REAL PIT BAR-B-Q	24-03289	Tri County Luncheon	1,019.40	0	1,019.40
GENERAL OPERATING ACCOUNT	230789	4/9/2024 DUNN, KAREN	24-00097	Accounting Services	11,550.00	0	11,550.00
GENERAL OPERATING ACCOUNT	230790	4/9/2024 OFFICE DEPOT, INC.	24-01783	office supplies	154.05	0	154.05
GENERAL OPERATING ACCOUNT	230791	4/11/2024 AIR CENTERS OF FLORIDA INC.	24-03283	Air compressor repairs	1,228.20	0	1,228.20
GENERAL OPERATING ACCOUNT	230792	4/11/2024 ALLIED UNIVERSAL CORPORATION	24-00504	Bleach for Water Treatment	4,129.47	0	4,129.47
GENERAL OPERATING ACCOUNT	230793	4/11/2024 A & M FIRE AND SAFETY	24-03224	Fire Extinguisher Recert	3,749.00	0	3,749.00
GENERAL OPERATING ACCOUNT	230794	4/11/2024 AMICI ENGINEERING CONTRACTORS	24-03236	Emergency FM Work	124,033.75	0	124,033.75

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GENERAL OPERATING ACCOUNT	230795	4/11/2024 BATTERY BANK, THE	24-00364	SCADA RTU & PLC Batteries	296.55	0	296.55
GENERAL OPERATING ACCOUNT	230796	4/11/2024 BENNETT, TYLER	24-03357	Training Reimbursement	256.20	0	256.20
GENERAL OPERATING ACCOUNT	230797	4/11/2024 BOUND TREE MEDICAL, LLC.	24-00903	Blanket PO - EMS Medications	3,835.92	0	3,835.92
GENERAL OPERATING ACCOUNT	230798	4/11/2024 BROOKS, DANIEL	24-03242	Standby mileage reimbursement	33.10	0	33.10
GENERAL OPERATING ACCOUNT	230799	4/11/2024 CENTURYLINK	24-01131	CenturyLink Phone Service	1,117.75	0	1,117.75
GENERAL OPERATING ACCOUNT	230800	4/11/2024 CHARTER COMMUNICATIONS HOLDING	24-01387	Cable TV Services	179.75	0	179.75
GENERAL OPERATING ACCOUNT	230801	4/11/2024 CHINCHOR ELECTRIC, INC	24-01525	Bradshaw/US 441 Signal	61,543.15	0	61,543.15
GENERAL OPERATING ACCOUNT	230802	4/11/2024 CHINCHOR ELECTRIC, INC	22-06222	US 441/Errol Signal Constr	101,242.60	0	101,242.60
GENERAL OPERATING ACCOUNT	230803	4/11/2024 CHUCK ROBINSON & BOB CAT SERV	24-02686	Retention Pond Maintenance	27,735.00	0	27,735.00
GENERAL OPERATING ACCOUNT	230804	4/11/2024 CITY ELECTRIC SUPPLY CO.	24-00005	Repair needs for division	32.34	0	32.34
GENERAL OPERATING ACCOUNT	230804	4/11/2024 CITY ELECTRIC SUPPLY CO.	24-03360	Repair needs for division	35.00	0	35.00
GENERAL OPERATING ACCOUNT	230805	4/11/2024 CIVICPLUS, INC.	24-03269	Online Code Hosting Bundle	1,900.00	0	1,900.00
GENERAL OPERATING ACCOUNT	230806	4/11/2024 COMMON GROUND ADVENTURES	24-02190	Rockwall inspection & repairs	1,750.00	0	1,750.00
GENERAL OPERATING ACCOUNT	230807	4/11/2024 CREATIVE FINANCIAL STAFFING	24-01732	Finance Dept. Temp Staff	3,108.88	0	3,108.88
GENERAL OPERATING ACCOUNT	230808	4/11/2024 DMA CIVIL ENGINEERS, LLC	24-01813	Professional Services In House	6,600.00	0	6,600.00
GENERAL OPERATING ACCOUNT	230809	4/11/2024 EVOQUA WATER TECHNOLOGIES LLC	24-00698	Chemical for Ordor Control	3,033.00	0	3,033.00
GENERAL OPERATING ACCOUNT	230810	4/11/2024 GENERAL UTILITIES CORPORATION	24-01030	General Utilities- Wewa	452.63	0	452.63
GENERAL OPERATING ACCOUNT	230811	4/11/2024 GOVCONNECTION, INC.	24-03268	Management Monitoring Software	8,464.43	0	8,464.43
GENERAL OPERATING ACCOUNT	230812	4/11/2024 GRAINGER	24-00082	Inventory items blanket PO	3,660.00	0	3,660.00
GENERAL OPERATING ACCOUNT	230812	4/11/2024 GRAINGER	24-00773	Parts and Small Equipment	330.92	0	330.92
GENERAL OPERATING ACCOUNT	230812	4/11/2024 GRAINGER	24-00850	Parts and Small Equipment	144.18	0	144.18
GENERAL OPERATING ACCOUNT	230813	4/11/2024 GRAYBAR	24-00779	Electrical Supplies	1,524.80	0	1,524.80
GENERAL OPERATING ACCOUNT	230814	4/11/2024 HAUBNER, LOUIS	24-03352	CRA 2024-25 FRAP reimbursement	4,312.50	0	4,312.50
GENERAL OPERATING ACCOUNT	230815	4/11/2024 IN DEPTH, INC	24-02533	Water Tank Inspections	8,497.00	0	8,497.00
GENERAL OPERATING ACCOUNT	230816	4/11/2024 JANI- KING OF ORLANDO	24-00448	Janitorial services Citywide	5,341.58	0	5,341.58
GENERAL OPERATING ACCOUNT	230817	4/11/2024 JR. SARGENT, RONNIE	24-03267	Incentive Program Rebate	75.00	0	75.00
GENERAL OPERATING ACCOUNT	230818	4/11/2024 KONICA MINOLTA BUSINESS	24-03056	Konica Minolta C4050i Printer	1,767.15	0	1,767.15
GENERAL OPERATING ACCOUNT	230819	4/11/2024 LINA	24-03276	MARCH2024 Life Insurnace EE/ER	22,540.49	0	22,540.49
GENERAL OPERATING ACCOUNT	230820	4/11/2024 LINER PATCH LLC	24-00304	Plants for city properties	286.00	0	286.00
GENERAL OPERATING ACCOUNT	230821	4/11/2024 MCKESSON MEDICAL-SURGICAL INC	24-03274	March 2024 Clinic Expenses	2,356.08	0	2,356.08
GENERAL OPERATING ACCOUNT	230822	4/11/2024 MID FLORIDA MATERIALS	24-01458	Debris Disposal	319.12	0	319.12
GENERAL OPERATING ACCOUNT	230822	4/11/2024 MID FLORIDA MATERIALS	24-02532	Debris removal	490.00	0	490.00
GENERAL OPERATING ACCOUNT	230823	4/11/2024 MOTOROLA SOLUTIONS, INC.	24-01010	Motorola P25 & Wireless Maint	84,254.86	0	84,254.86
GENERAL OPERATING ACCOUNT	230824	4/11/2024 MUNICIPAL EMERGENCY SERVICES	24-00146	Hurst Extrication Tool Set	3,180.62	0	3,180.62
GENERAL OPERATING ACCOUNT	230824	4/11/2024 MUNICIPAL EMERGENCY SERVICES	24-02958	Tech Rescue Equipment	9,305.47	0	9,305.47
GENERAL OPERATING ACCOUNT	230825	4/11/2024 MY HEALTH ONSITE	24-03275	April 2024 Program Fee	13,271.00	0	13,271.00
GENERAL OPERATING ACCOUNT	230826	4/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00624	Office supplies for department	827.33	0	827.33
GENERAL OPERATING ACCOUNT	230826	4/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00625	Office supplies for department	104.32	0	104.32
GENERAL OPERATING ACCOUNT	230826	4/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00627	Office Supplies for Department	65.20	0	65.20
GENERAL OPERATING ACCOUNT	230826	4/11/2024 ODP BUSINESS SOLUTIONS, LLC	24-00629	DE Office Supplies	83.52	0	83.52
GENERAL OPERATING ACCOUNT	230827	4/11/2024 ORANGE COUNTY UTILITIES	24-00719	RW Augmentation Acc#7266041755	5,750.66	0	5,750.66
GENERAL OPERATING ACCOUNT	230828	4/11/2024 ORLANDO PAVING CO	24-00743	Piggyback - Hot Asphalt	0.06	0	0.06
GENERAL OPERATING ACCOUNT	230829	4/11/2024 ORLANDO BUSINESS TELEPHONE SYS	24-03359	Metropolis Call Accounting	1,035.00	0	1,035.00
GENERAL OPERATING ACCOUNT	230830	4/11/2024 PEOPLE READY, INC	24-01427	Temporary Workers	1,972.84	0	1,972.84
GENERAL OPERATING ACCOUNT	230831	4/11/2024 PETROLEUM TRADERS CORP	24-00313	Fuel For Northwest Complex	1,520.10	0	1,520.10
GENERAL OPERATING ACCOUNT	230832	4/11/2024 CATALIS COURT & LAND RECORDS	23-00860	Doc Scanning-Plans/Drawings	3,260.27	0	3,260.27
GENERAL OPERATING ACCOUNT	230833	4/11/2024 PLAYCORE GROUP INC	24-02554	Grill for Camp Wewa	1,577.86	0	1,577.86
GENERAL OPERATING ACCOUNT	230834	4/11/2024 POLLARDWATER	24-03181	3 Way Valve	76.22	0	76.22
GENERAL OPERATING ACCOUNT	230835	4/11/2024 PRINTERS, THE	24-00718	Business cards for PS	184.00	0	184.00
GENERAL OPERATING ACCOUNT	230836	4/11/2024 PROFESSIONAL PEST MANAGEMENT	24-00132	Ballfield Chemical Application	27,347.52	0	27,347.52
GENERAL OPERATING ACCOUNT	230837	4/11/2024 RAULERSON JENNIFER	24-03270	Training Reimbursement	535.00	0	535.00
GENERAL OPERATING ACCOUNT	230838	4/11/2024 RDK TRUCK SALES & SERVICE, INC	24-00103	Emergency Garb Truck Rental	8,500.00	0	8,500.00
GENERAL OPERATING ACCOUNT	230838	4/11/2024 RDK TRUCK SALES & SERVICE, INC	24-01683	Rearload garb truck rental	6,500.00	0	6,500.00
GENERAL OPERATING ACCOUNT	230839	4/11/2024 RED RHINO OF FL, INC	24-02973	Pool leak test	1,245.00	0	1,245.00
GENERAL OPERATING ACCOUNT	230840	4/11/2024 Red Wing Brands of America,INC	24-01081	SAFETY FOOTWEAR	475.97	0	475.97
GENERAL OPERATING ACCOUNT	230841	4/11/2024 RE-IMAGINE COMMUNITIES CORP	24-03263	donation / velazquez	500.00	0	500.00
GENERAL OPERATING ACCOUNT	230842	4/11/2024 REP SERVICES, INC.	24-00837	NWRC Storage Pavilion	53,163.22	0	53,163.22
GENERAL OPERATING ACCOUNT	230842	4/11/2024 REP SERVICES, INC.	24-02669	Trash Cans for NWRC	7,633.69	0	7,633.69
GENERAL OPERATING ACCOUNT	230843	4/11/2024 RIVERA, Yael	24-03239	Standby Mileage reimbursement	4.82	0	4.82
GENERAL OPERATING ACCOUNT	230844	4/11/2024 Rize Elevator LLC	24-01713	City Hall Elevator Upgrade	10,632.00	0	10,632.00
GENERAL OPERATING ACCOUNT	230844	4/11/2024 Rize Elevator LLC	24-02547	City Hall Elevator Maintenance	706.00	0	706.00
GENERAL OPERATING ACCOUNT	230845	4/11/2024 ROSENBAUER SOUTH DAKOTA, LLC	24-03217	Engine Valve	279.81	0	279.81
GENERAL OPERATING ACCOUNT	230846	4/11/2024 RSC INSURANCE BROKERAGE, INC	23-05711	FY23 Salary Survey	35,000.00	0	35,000.00

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GENERAL OPERATING ACCOUNT	230847	4/11/2024 STAGE DOOR II, INC.	24-02564	Vick Rd. repair - sewer break	84,989.00	0	84,989.00
GENERAL OPERATING ACCOUNT	230847	4/11/2024 STAGE DOOR II, INC.	24-02882	Repaving Ponkan Rd.	174,608.00	0	174,608.00
GENERAL OPERATING ACCOUNT	230848	4/11/2024 STAPLES CONTRACT & COMMERCIAL	24-00336	Operating & Office Supplies	943.94	0	943.94
GENERAL OPERATING ACCOUNT	230849	4/11/2024 STAPLE, INC	24-00298	Blanket PO - Supplies	449.97	0	449.97
GENERAL OPERATING ACCOUNT	230849	4/11/2024 STAPLE, INC	24-03273	office supply order / CA	105.72	0	105.72
GENERAL OPERATING ACCOUNT	230850	4/11/2024 STRICKLAND, ANTONIO	24-03241	Standby mileage reimbursement	1.88	0	1.88
GENERAL OPERATING ACCOUNT	230851	4/11/2024 SUPERIOR HARDWARE PRODUCTS INC	24-01928	Door Hardware	1,081.66	0	1,081.66
GENERAL OPERATING ACCOUNT	230852	4/11/2024 TRANSUNION RISK AND ALTERNATIV	24-01268	Transunion Risk TLO - Blanket	395.20	0	395.20
GENERAL OPERATING ACCOUNT	230853	4/11/2024 WEISER, MICKINLEY A	24-03355	Paramedic Reimbursement	1,560.00	0	1,560.00
GENERAL OPERATING ACCOUNT	230854	4/11/2024 WHITEHEAD, CHARLES	24-03240	Standby mileage reimbursement	36.72	0	36.72
GENERAL OPERATING ACCOUNT	230855	4/11/2024 ZHA INCORPORATED	23-05359	Procurement Assitance Svcs.	540.00	0	540.00
GENERAL OPERATING ACCOUNT	230855	4/11/2024 ZHA INCORPORATED	23-06103	Public Safety Bld - TA#2	4,752.93	0	4,752.93
GENERAL OPERATING ACCOUNT	230856	4/12/2024 PIER 15 SEAFOOD, LLC	24-03369	UTILITY REFUND	332.00	0	332.00
GENERAL OPERATING ACCOUNT	230857	4/12/2024 ALPHA FLORIDA INVESTMENTS	24-03370	UTILITY REFUND	112.46	0	112.46
GENERAL OPERATING ACCOUNT	230858	4/12/2024 MAGNOLIA PROPERTY MANAGEMENT	24-03371	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230859	4/12/2024 LOWREY, CHRISTOPHER	24-03372	UTILITY REFUND	245.28	0	245.28
GENERAL OPERATING ACCOUNT	230860	4/12/2024 BOBAK, MIA	24-03373	UTILITY REFUND	158.64	0	158.64
GENERAL OPERATING ACCOUNT	230861	4/12/2024 OSORIO ALVARES, KENDY	24-03374	UTILITY REFUND	18.26	0	18.26
GENERAL OPERATING ACCOUNT	230862	4/12/2024 ZEAY, DAVID	24-03375	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230863	4/12/2024 LEON, KAMILA	24-03376	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230864	4/12/2024 HUNTER, RODNEY	24-03377	UTILITY REFUND	174.04	0	174.04
GENERAL OPERATING ACCOUNT	230865	4/12/2024 SEAY, DAVID	24-03378	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	230866	4/12/2024 FARRELL, JUSTIN	24-03379	UTILITY REFUND	128.31	0	128.31
GENERAL OPERATING ACCOUNT	230867	4/12/2024 NELSON, KENNETH	24-03380	UTILITY REFUND	60.21	0	60.21
GENERAL OPERATING ACCOUNT	230868	4/12/2024 CARRIER, ANGELA	24-03381	UTILITY REFUND	113.24	0	113.24
GENERAL OPERATING ACCOUNT	230869	4/12/2024 LUONG, VAN	24-03382	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230870	4/12/2024 JING, XIUXIA	24-03383	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230871	4/12/2024 DU, MIN	24-03384	UTILITY REFUND	131.82	0	131.82
GENERAL OPERATING ACCOUNT	230872	4/12/2024 SURDAM, CINDY	24-03385	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230873	4/12/2024 K HOVANIAN	24-03386	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230874	4/12/2024 TAYLOR, CHRIS	24-03387	UTILITY REFUND	32.10	0	32.10
GENERAL OPERATING ACCOUNT	230875	4/12/2024 SPECIALIZED PROPERTY MNGMT	24-03393	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230876	4/12/2024 SPM 247 ORLANDO, LLC	24-03394	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230877	4/12/2024 MCDANIEL, OLUWANIYI KEITH	24-03395	UTILITY REFUND	68.93	0	68.93
GENERAL OPERATING ACCOUNT	230878	4/12/2024 MENDOZA QUIJADA, FERNANDO JOSE	24-03396	UTILITY REFUND	158.29	0	158.29
GENERAL OPERATING ACCOUNT	230879	4/12/2024 RYAN HOMES	24-03397	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230880	4/12/2024 BARTON, ALEXIS	24-03398	UTILITY REFUND	170.00	0	170.00
GENERAL OPERATING ACCOUNT	230881	4/12/2024 RENTAL HOME MANAGEMENT SERVICE	24-03399	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	230882	4/12/2024 MCH SFR PROPERTY OWNER 1 LLC	24-03400	UTILITY REFUND	149.39	0	149.39
GENERAL OPERATING ACCOUNT	230883	4/12/2024 WHYTE, JANELLE	24-03401	UTILITY REFUND	20.66	0	20.66
GENERAL OPERATING ACCOUNT	230884	4/12/2024 LUNA, LITDEILY	24-03402	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230885	4/12/2024 BUI, PHUNG	24-03403	UTILITY REFUND	121.70	0	121.70
GENERAL OPERATING ACCOUNT	230886	4/12/2024 TOLL BROTHERS	24-03404	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230887	4/12/2024 REID, SYBIL	24-03405	UTILITY REFUND	129.96	0	129.96
GENERAL OPERATING ACCOUNT	230888	4/12/2024 TOLL BROTHERS	24-03406	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230889	4/12/2024 MARTINEZ, BLANCA	24-03407	UTILITY REFUND	50.01	0	50.01
GENERAL OPERATING ACCOUNT	230890	4/12/2024 FLEMING, JEFFREY	24-03408	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	230891	4/12/2024 SPECIALIZED PROPERTY MANAGEMEN	24-03409	UTILITY REFUND	91.91	0	91.91
GENERAL OPERATING ACCOUNT	230892	4/12/2024 LENNAR HOMES	24-03410	UTILITY REFUND	100.00	0	100.00
GENERAL OPERATING ACCOUNT	230893	4/12/2024 LENNAR HOMES	24-03411	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230894	4/12/2024 LENNAR HOMES	24-03412	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230895	4/12/2024 LENNAR HOMES LLC	24-03413	UTILITY REFUND	52.48	0	52.48
GENERAL OPERATING ACCOUNT	230896	4/12/2024 LENNAR HOMES	24-03414	UTILITY REFUND	93.59	0	93.59
GENERAL OPERATING ACCOUNT	230897	4/12/2024 LENNAR HOMES	24-03415	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230898	4/12/2024 LENNAR HOMES	24-03416	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230899	4/12/2024 LENNAR HOMES	24-03417	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230900	4/12/2024 LENNAR HOMES	24-03418	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230901	4/12/2024 LENNAR HOMES	24-03419	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230902	4/12/2024 DR HORTON	24-03420	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230903	4/12/2024 DR HORTON	24-03421	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230904	4/12/2024 RYAN HOMES	24-03422	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230905	4/12/2024 RYAN HOMES	24-03423	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230906	4/12/2024 RYAN HOMES	24-03424	UTILITY REFUND	120.00	0	120.00

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GENERAL OPERATING ACCOUNT	230907	4/12/2024 RYAN HOMES	24-03425	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230908	4/12/2024 RYAN HOMES	24-03426	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230909	4/12/2024 RYAN HOMES	24-03427	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230910	4/12/2024 RYAN HOMES	24-03428	UTILITY REFUND	89.82	0	89.82
GENERAL OPERATING ACCOUNT	230911	4/12/2024 DR HORTON	24-03429	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230912	4/12/2024 SFR JV-1 2019-1 BORROWER LLC	24-03430	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230913	4/12/2024 FULLER, JACOB	24-03431	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	230914	4/12/2024 PULTE HOMES	24-03432	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230915	4/12/2024 PULTE HOMES	24-03433	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230916	4/12/2024 PULTE HOMES	24-03434	UTILITY REFUND	58.74	0	58.74
GENERAL OPERATING ACCOUNT	230917	4/12/2024 PULTE HOMES	24-03435	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230918	4/12/2024 DR HORTON	24-03436	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	230919	4/12/2024 PULTE HOME	24-03437	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	230920	4/12/2024 WD HOLDINGS LLC	24-03438	UTILITY REFUND	39.54	0	39.54
GENERAL OPERATING ACCOUNT	230921	4/12/2024 BRASFIELD & GORRIE	24-03439	UTILITY REFUND	2,608.86	0	2,608.86
GENERAL OPERATING ACCOUNT	230922	4/12/2024 ISMAELS PETROLEUM LLC	24-03440	UTILITY REFUND	2,011.97	0	2,011.97
GENERAL OPERATING ACCOUNT	230923	4/12/2024 ARROWSMITH, J.W.	24-00015	COUNCIL RETIREMENT FY2024	575.00	0	575.00
GENERAL OPERATING ACCOUNT	230924	4/18/2024 ALLIED UNIVERSAL CORPORATION	24-00504	Bleach for Water Treatment	5,659.47	0	5,659.47
GENERAL OPERATING ACCOUNT	230924	4/18/2024 ALLIED UNIVERSAL CORPORATION	24-00505	Sodium Hypochlorite	15,524.91	0	15,524.91
GENERAL OPERATING ACCOUNT	230928	4/18/2024 A.O.K. TIRE MART	24-00679	STOCK RECAP TIRES FOR TRUCKS	1,161.36	0	1,161.36
GENERAL OPERATING ACCOUNT	230928	4/18/2024 A.O.K. TIRE MART	24-00833	MISCELLANEOUS TIRE REPAIRS	23,620.03	0	23,620.03
GENERAL OPERATING ACCOUNT	230929	4/18/2024 APPLIED CONCEPTS, INC./STALKER	24-01911	Police Radars and Laser	151.50	0	151.50
GENERAL OPERATING ACCOUNT	230929	4/18/2024 APPLIED CONCEPTS, INC./STALKER	24-02185	Radar Message Trailer	22,350.00	0	22,350.00
GENERAL OPERATING ACCOUNT	230930	4/18/2024 AUTOMATED LOGIC CONTRACTING	24-00525	Blanket for electrical repairs	2,204.25	0	2,204.25
GENERAL OPERATING ACCOUNT	230931	4/18/2024 BALL FABRICS, INC	24-01901	NWRC Tennis Windscreens	5,140.79	0	5,140.79
GENERAL OPERATING ACCOUNT	230932	4/18/2024 BLINK PRINTING, LLC	24-02865	New Tennis Signs	260.00	0	260.00
GENERAL OPERATING ACCOUNT	230932	4/18/2024 BLINK PRINTING, LLC	24-03366	Signs for Cemetery Clean up	350.00	0	350.00
GENERAL OPERATING ACCOUNT	230933	4/18/2024 BOUND TREE MEDICAL, LLC.	24-00903	Blanket PO - EMS Medications	7,134.59	0	7,134.59
GENERAL OPERATING ACCOUNT	230933	4/18/2024 BOUND TREE MEDICAL, LLC.	24-03028	First Aid TAC MED Supplies	2,581.50	0	2,581.50
GENERAL OPERATING ACCOUNT	230934	4/18/2024 BUDHU, DEODAT	24-03493	Mileage reimbursement	90.50	0	90.50
GENERAL OPERATING ACCOUNT	230935	4/18/2024 CANINE DEVELOPMENT GROUP	24-03492	Annual TrackPack for K9	700.00	0	700.00
GENERAL OPERATING ACCOUNT	230936	4/18/2024 CANON FINANCIAL SERVICES	24-00465	Lease printers blanket 3 month	1,032.76	0	1,032.76
GENERAL OPERATING ACCOUNT	230937	4/18/2024 CERTIFIED SLINGS, INC.	24-00080	Inventory items blanket PO	928.24	0	928.24
GENERAL OPERATING ACCOUNT	230938	4/18/2024 CHARTER COMMUNICATIONS HOLDING	24-01128	City Clinic Internet/Phone	209.96	0	209.96
GENERAL OPERATING ACCOUNT	230938	4/18/2024 CHARTER COMMUNICATIONS HOLDING	24-01387	Cable TV Services	254.74	0	254.74
GENERAL OPERATING ACCOUNT	230939	4/18/2024 CITY ELECTRIC SUPPLY CO.	24-00005	Repair needs for division	108.27	0	108.27
GENERAL OPERATING ACCOUNT	230940	4/18/2024 CONTROL TECHNOLOGIES, INC	24-02684	Traffic Light Control Repair	4,557.12	0	4,557.12
GENERAL OPERATING ACCOUNT	230941	4/18/2024 CREATIVE FINANCIAL STAFFING	24-01732	Finance Dept. Temp Staff	1,055.69	0	1,055.69
GENERAL OPERATING ACCOUNT	230942	4/18/2024 CUMMINS, INC.	24-00831	PARTS & REPAIRS ON LARGE TRUCK	31,258.74	0	31,258.74
GENERAL OPERATING ACCOUNT	230943	4/18/2024 EVOQUA WATER TECHNOLOGIES LLC	24-00698	Chemical for Ordor Control	4,239.46	0	4,239.46
GENERAL OPERATING ACCOUNT	230944	4/18/2024 FACILITY GATEWAY CORPORATION	24-02887	Harmon UPS Annual PM	2,575.00	0	2,575.00
GENERAL OPERATING ACCOUNT	230945	4/18/2024 FARM CITY, INC.	24-01196	Canine food	343.85	0	343.85
GENERAL OPERATING ACCOUNT	230946	4/18/2024 FASTENAL COMPANY	24-00367	Plant Maint Operating Supplies	264.00	0	264.00
GENERAL OPERATING ACCOUNT	230947	4/18/2024 FCX, LLC	24-01144	Courier Service CJIS Documents	136.00	0	136.00
GENERAL OPERATING ACCOUNT	230948	4/18/2024 FEDERAL EASTERN INTERNATIONAL	24-01733	Training items for simunitions	8,732.95	0	8,732.95
GENERAL OPERATING ACCOUNT	230949	4/18/2024 FEDEX	24-01778	Postage/Franking Blanket PO	8.92	0	8.92
GENERAL OPERATING ACCOUNT	230950	4/18/2024 FITNESS SERVICES OF CENTRAL FL	24-01072	Maintenance OF Gym - Blanket	300.00	0	300.00
GENERAL OPERATING ACCOUNT	230951	4/18/2024 FLORIDA DEPARTMENT OF STATE	24-00426	Quarterly Microfilm Storage	36.60	0	36.60
GENERAL OPERATING ACCOUNT	230952	4/18/2024 FLORIDA DEPT OF LAW ENFORCEMEN	24-00450	City Background Fingerprinting	1,192.00	0	1,192.00
GENERAL OPERATING ACCOUNT	230953	4/18/2024 FLORIDA KENWORTH, LLC	24-00836	PARTS & REPAIRS LARGE TRUCKS	4,391.39	0	4,391.39
GENERAL OPERATING ACCOUNT	230954	4/18/2024 FLOW FORMS	24-03367	Flow Forms: Form Upgrades	4,000.00	0	4,000.00
GENERAL OPERATING ACCOUNT	230955	4/18/2024 FRANCISCO TORRES	24-03453	FCC facility deposit refund	200.00	0	200.00
GENERAL OPERATING ACCOUNT	230956	4/18/2024 FREEMAN, PATRICIA	24-03452	FCC facility deposit refund	200.00	0	200.00
GENERAL OPERATING ACCOUNT	230957	4/18/2024 GOVCONNECTION, INC.	24-03153	Firewall Service AnnualRenewal	31,288.12	0	31,288.12
GENERAL OPERATING ACCOUNT	230959	4/18/2024 GRAINGER	24-00082	Inventory items blanket PO	8,730.58	0	8,730.58
GENERAL OPERATING ACCOUNT	230959	4/18/2024 GRAINGER	24-00447	Citywide blanket for repairs	1,608.35	0	1,608.35
GENERAL OPERATING ACCOUNT	230959	4/18/2024 GRAINGER	24-00711	Repair Parts & Equipment	162.32	0	162.32
GENERAL OPERATING ACCOUNT	230959	4/18/2024 GRAINGER	24-00850	Parts and Small Equipment	40.38	0	40.38
GENERAL OPERATING ACCOUNT	230959	4/18/2024 GRAINGER	24-01426	Blanket PO for Supplies	176.22	0	176.22
GENERAL OPERATING ACCOUNT	230960	4/18/2024 GRAYBAR	24-00779	Electrical Supplies	594.00	0	594.00
GENERAL OPERATING ACCOUNT	230961	4/18/2024 HERC RENTALS	24-00745	Blanket for Equipment Rental	632.00	0	632.00
GENERAL OPERATING ACCOUNT	230962	4/18/2024 HUTCH AND BROWN LLC	24-03483	CRA 2023-24 FRAP reimbursement	11,696.25	0	11,696.25
GENERAL OPERATING ACCOUNT	230963	4/18/2024 IMULCHFL INC	24-03218	Mulch for Playgrounds	21,500.00	0	21,500.00

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GENERAL OPERATING ACCOUNT	230964	4/18/2024	INTERSTATE BILLING SERVICE	24-00767	MISCELLANEOUS VEHICLE PARTS	4,948.40	0	4,948.40
GENERAL OPERATING ACCOUNT	230965	4/18/2024	JMD GLOBAL DEVELOPERS, LLC	24-01476	Retrofit Brick Roadway	75,000.00	0	75,000.00
GENERAL OPERATING ACCOUNT	230966	4/18/2024	Jumeaux, Inc	24-02380	Camp Wewa Potable Water Ext.	233,834.06	0	233,834.06
GENERAL OPERATING ACCOUNT	230967	4/18/2024	KRONOS INCORPORATED	24-01134	Kronos Hosted Subscription	2,195.20	0	2,195.20
GENERAL OPERATING ACCOUNT	230968	4/18/2024	LAKE APOPKA NATURAL GAS DISTRI	24-00495	NATURAL GAS CNG STATION FY23	7,494.29	0	7,494.29
GENERAL OPERATING ACCOUNT	230968	4/18/2024	LAKE APOPKA NATURAL GAS DISTRI	24-00695	Blanket PO - Utilities Charges	351.24	0	351.24
GENERAL OPERATING ACCOUNT	230968	4/18/2024	LAKE APOPKA NATURAL GAS DISTRI	24-00907	FY-24 Natural Gas	197.63	0	197.63
GENERAL OPERATING ACCOUNT	230969	4/18/2024	LATIMORE, DARRYL A	24-03485	Mileage reimbursement	30.15	0	30.15
GENERAL OPERATING ACCOUNT	230970	4/18/2024	LUBECORE FLORIDA, LLC	24-00770	PARTS FOR GREASE SYSTEM	458.30	0	458.30
GENERAL OPERATING ACCOUNT	230971	4/18/2024	MID FLORIDA MATERIALS	24-02532	Debris removal	410.00	0	410.00
GENERAL OPERATING ACCOUNT	230973	4/18/2024	MULLINAX FORD	24-00333	FORD PARTS AND REPAIRS	2,170.93	0	2,170.93
GENERAL OPERATING ACCOUNT	230974	4/18/2024	NET TRANSCRIPTS, INC	24-00783	Transcripts	133.92	0	133.92
GENERAL OPERATING ACCOUNT	230975	4/18/2024	NEXGEN TRUCK & TRAILER PARTS	24-00806	PARTS FOR TRUCKS AND TRAILERS	594.82	0	594.82
GENERAL OPERATING ACCOUNT	230976	4/18/2024	ODP BUSINESS SOLUTIONS, LLC	24-00572	Office Supplies	580.78	0	580.78
GENERAL OPERATING ACCOUNT	230976	4/18/2024	ODP BUSINESS SOLUTIONS, LLC	24-00624	Office supplies for department	14.19	0	14.19
GENERAL OPERATING ACCOUNT	230976	4/18/2024	ODP BUSINESS SOLUTIONS, LLC	24-00629	DE Office Supplies	24.99	0	24.99
GENERAL OPERATING ACCOUNT	230977	4/18/2024	OPG PLUS LLC	24-00725	spill remediation Blanket PO	463.00	0	463.00
GENERAL OPERATING ACCOUNT	230978	4/18/2024	ORANGE COUNTY COMPTROLLER	24-00461	Code Enf. Violation Filings	145.00	0	145.00
GENERAL OPERATING ACCOUNT	230979	4/18/2024	ORANGE CYCLE WORKS, INC.	24-03252	Patrol Bike Parts and Tools	677.69	0	677.69
GENERAL OPERATING ACCOUNT	230980	4/18/2024	ORLANDO DODGE INC.	24-00751	PARTS & REPAIRS ON VEHICLES	5,133.29	0	5,133.29
GENERAL OPERATING ACCOUNT	230981	4/18/2024	ORLANDO PAVING CO	24-00743	Piggyback - Hot Asphalt	466.88	0	466.88
GENERAL OPERATING ACCOUNT	230982	4/18/2024	OSBURN ASSOCIATES INC	24-00744	Street Sign replacement	1,348.43	0	1,348.43
GENERAL OPERATING ACCOUNT	230983	4/18/2024	PEOPLE READY, INC	24-01427	Temporary Workers	1,995.78	0	1,995.78
GENERAL OPERATING ACCOUNT	230984	4/18/2024	PEREZ, DANIO	24-03482	Paramedic Reimbursement	5,080.00	0	5,080.00
GENERAL OPERATING ACCOUNT	230985	4/18/2024	PETROLEUM TRADERS CORP	24-00162	CITY WIDE GAS & DIESEL	46,951.58	0	46,951.58
GENERAL OPERATING ACCOUNT	230986	4/18/2024	PIEDMONT ANIMAL HOSPITAL	24-01803	Canine Wellness	61.75	0	61.75
GENERAL OPERATING ACCOUNT	230987	4/18/2024	PREMIER LAWN MAINTENANCE	24-01235	Right of Way mowing contract	23,828.60	0	23,828.60
GENERAL OPERATING ACCOUNT	230987	4/18/2024	PREMIER LAWN MAINTENANCE	24-01236	Grounds Maintenance	470.00	0	470.00
GENERAL OPERATING ACCOUNT	230988	4/18/2024	PRO-CUT INTERNATIONAL, LLC	24-00808	PARTS & REPAIR FOR BRAKE LATHE	610.25	0	610.25
GENERAL OPERATING ACCOUNT	230989	4/18/2024	PSYTEGRTY, LLC	24-01126	Pre Employment Exams	750.00	0	750.00
GENERAL OPERATING ACCOUNT	230990	4/18/2024	PUBLIX SUPER MARKETS, INC.	24-00403	Blanket PO - PR Events	80.94	0	80.94
GENERAL OPERATING ACCOUNT	230991	4/18/2024	RAFTELIS	23-05771	Consulting Services	430.50	0	430.50
GENERAL OPERATING ACCOUNT	230992	4/18/2024	RAINBOW DISTRIBUTORS USA, INC.	24-01929	Blanket for division use	2,817.00	0	2,817.00
GENERAL OPERATING ACCOUNT	230993	4/18/2024	RDK TRUCK SALES & SERVICE, INC	24-02918	RDK ASL Garbage truck rental	22,185.00	0	22,185.00
GENERAL OPERATING ACCOUNT	230994	4/18/2024	SISSINE'S BUSINESS SOLUTIONS	24-00466	Copies on printers NW/FCC	1,112.90	0	1,112.90
GENERAL OPERATING ACCOUNT	230995	4/18/2024	SOUTHEAST DRAINS, LLC	24-00786	Blanket for Plumbing needs	1,484.66	0	1,484.66
GENERAL OPERATING ACCOUNT	230996	4/18/2024	SPEECHBUILDERS, LLC	24-03368	Reimbursement CRA-2023-23 FRAP	1,184.83	0	1,184.83
GENERAL OPERATING ACCOUNT	230997	4/18/2024	STAGE DOOR II, INC.	24-02823	Curb Repair	7,174.80	0	7,174.80
GENERAL OPERATING ACCOUNT	230998	4/18/2024	STAPLES CONTRACT & COMMERCIAL	24-00336	Operating & Office Supplies	74.08	0	74.08
GENERAL OPERATING ACCOUNT	230999	4/18/2024	ST JOHNS TURF CARE	24-03039	Topdressing	2,000.00	0	2,000.00
GENERAL OPERATING ACCOUNT	231000	4/18/2024	SUNSHINE STATE ONE CALL OF FL.	24-01398	Sunshine 811	1,071.68	0	1,071.68
GENERAL OPERATING ACCOUNT	231001	4/18/2024	TEMPLE, INC.	24-02497	Traffic light repair	20,000.00	0	20,000.00
GENERAL OPERATING ACCOUNT	231002	4/18/2024	TETRA TECH INC.	22-05944	RWS Operating Model Analysis	4,030.36	0	4,030.36
GENERAL OPERATING ACCOUNT	231002	4/18/2024	TETRA TECH INC.	22-06209	Camp Wewa - PWS/WWS Ext.	13,733.19	0	13,733.19
GENERAL OPERATING ACCOUNT	231002	4/18/2024	TETRA TECH INC.	23-05181	Conceptual Proj Feasibility	17,159.75	0	17,159.75
GENERAL OPERATING ACCOUNT	231002	4/18/2024	TETRA TECH INC.	24-01906	Misc. Hydraulic Modeling Serv	29,436.25	0	29,436.25
GENERAL OPERATING ACCOUNT	231003	4/18/2024	THE LAKE DOCTOR, INC	24-00863	Stormwater Pond Treatment	1,205.00	0	1,205.00
GENERAL OPERATING ACCOUNT	231004	4/18/2024	THOMPSON PUMP & MFG. CO.INC.	24-00774	PM's and repairs-bypass Pumps	2,903.90	0	2,903.90
GENERAL OPERATING ACCOUNT	231005	4/18/2024	TRAFFIC CONTROL DEVICES, INC	24-00726	Traffic Light Emergency Repair	11,220.00	0	11,220.00
GENERAL OPERATING ACCOUNT	231006	4/18/2024	TRANSUNION RISK AND ALTERNATIV	24-01268	Transunion Risk TLO - Blanket	470.50	0	470.50
GENERAL OPERATING ACCOUNT	231007	4/18/2024	TRIPLE CROWN CONSTRUCTION, LLC	23-05931	AWP Expansion (parking/trail)	33,343.90	33,343.90	0 Damaged
GENERAL OPERATING ACCOUNT	231008	4/18/2024	USA SERVICES OF FLORIDA, INC.	24-01089	Street Sweeping	11,460.72	0	11,460.72
GENERAL OPERATING ACCOUNT	231009	4/18/2024	U.S. SUBMERGENT TECHNOLOGIES L	24-03046	WRF Tank Cleaning	57,811.59	0	57,811.59
GENERAL OPERATING ACCOUNT	231010	4/18/2024	KERR, VERA	24-03467	Reimbursement for conference	138.81	0	138.81
GENERAL OPERATING ACCOUNT	231011	4/18/2024	VETERANS OF FOREIGN WARS USA	24-03451	Citys revenue payout to VFW	1,810.00	0	1,810.00
GENERAL OPERATING ACCOUNT	231012	4/18/2024	W.B. MASON COMPANY, INC	24-00006	Toilet Paper and Trash bags	1,260.72	0	1,260.72
GENERAL OPERATING ACCOUNT	231013	4/19/2024	TRIPLE CROWN CONSTRUCTION, LLC	23-05931	AWP Expansion (parking/trail)	33,343.90	0	33,343.90
GENERAL OPERATING ACCOUNT	231014	4/19/2024	GUTIERREZ, PAULA A	24-03568	UTILITY REFUND	55.78	0	55.78
GENERAL OPERATING ACCOUNT	231015	4/19/2024	BENNETT, ELIJAH	24-03563	UTILITY REFUND	299.40	0	299.40
GENERAL OPERATING ACCOUNT	231016	4/19/2024	FORD, DAVID	24-03569	UTILITY REFUND	83.00	0	83.00
GENERAL OPERATING ACCOUNT	231017	4/19/2024	COVEY, YOLANDA	24-03574	UTILITY REFUND	85.74	0	85.74
GENERAL OPERATING ACCOUNT	231018	4/19/2024	OPENDOOR LABS INC.	24-03558	UTILITY REFUND	190.00	0	190.00
GENERAL OPERATING ACCOUNT	231019	4/19/2024	RENU REAL ESTATE FL,LLC	24-03559	UTILITY REFUND	208.09	0	208.09

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GENERAL OPERATING ACCOUNT	231020	4/19/2024 BASTIAN, FRANCES	24-03560	UTILITY REFUND	121.80	0	121.80
GENERAL OPERATING ACCOUNT	231021	4/19/2024 TROUBLE FREE PRPRTY MANAGMENT	24-03561	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	231022	4/19/2024 MI HOMES	24-03562	UTILITY REFUND	50.00	0	50.00
GENERAL OPERATING ACCOUNT	231023	4/19/2024 SUMMERWELL AVIAN POINT MNGMNT	24-03564	UTILITY REFUND	50.33	0	50.33
GENERAL OPERATING ACCOUNT	231024	4/19/2024 AMERICAN HOMES 4 RENT	24-03565	UTILITY REFUND	50.37	0	50.37
GENERAL OPERATING ACCOUNT	231025	4/19/2024 KLOUSE, REBECCA	24-03566	UTILITY REFUND	92.58	0	92.58
GENERAL OPERATING ACCOUNT	231026	4/19/2024 MCK UNITED LLC	24-03567	UTILITY REFUND	119.31	0	119.31
GENERAL OPERATING ACCOUNT	231027	4/19/2024 DR HORTON	24-03570	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	231028	4/19/2024 DR HORTON	24-03571	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	231029	4/19/2024 CHAN, CHIU	24-03572	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	231030	4/19/2024 NHR PROPERTY MANAGEMENT, LLC	24-03573	UTILITY REFUND	1,756.88	0	1,756.88
GENERAL OPERATING ACCOUNT	231031	4/19/2024 MONTGOMERY, FRANNELL	24-03575	UTILITY REFUND	66.99	0	66.99
GENERAL OPERATING ACCOUNT	231032	4/22/2024 CITY ELECTRIC SUPPLY CO.	24-00005	Repair needs for division	0.89	0	0.89
GENERAL OPERATING ACCOUNT	231033	4/22/2024 RAFTELIS	23-05177	Municipal Impact Fee Study	1,727.50	0	1,727.50
GENERAL OPERATING ACCOUNT	231033	4/22/2024 RAFTELIS	23-05771	Consulting Services	157.50	0	157.50
GENERAL OPERATING ACCOUNT	231034	4/25/2024 ALLIED UNIVERSAL CORPORATION	24-00504	Bleach for Water Treatment	5,439.15	0	5,439.15
GENERAL OPERATING ACCOUNT	231035	4/25/2024 APOPKA FLORIST	24-03543	Memorial day Flowers	186.95	0	186.95
GENERAL OPERATING ACCOUNT	231036	4/25/2024 AQUASOL COMMERCIAL CHEMICAL, I	24-02899	Pool & Splash pad chemicals	2,893.84	0	2,893.84
GENERAL OPERATING ACCOUNT	231037	4/25/2024 BOUND TREE MEDICAL, LLC.	24-03028	First Aid TAC MED Supplies	1,488.80	0	1,488.80
GENERAL OPERATING ACCOUNT	231038	4/25/2024 BROWNIE'S SEPTIC & PLUMBING	24-03286	Life Station	179.90	0	179.90
GENERAL OPERATING ACCOUNT	231038	4/25/2024 BROWNIE'S SEPTIC & PLUMBING	24-03466	Rental/Leases - Pumps	11,625.00	0	11,625.00
GENERAL OPERATING ACCOUNT	231038	4/25/2024 BROWNIE'S SEPTIC & PLUMBING	24-03537	Station 6 Septic Pumping	395.00	0	395.00
GENERAL OPERATING ACCOUNT	231039	4/25/2024 BROWN, BARRY	24-03498	Fuel from city job fair	40.00	0	40.00
GENERAL OPERATING ACCOUNT	231040	4/25/2024 CANNIZZARO, JORDAN	24-03557	Tuition Reimbursement	1,459.66	0	1,459.66
GENERAL OPERATING ACCOUNT	231041	4/25/2024 CentralSquare Technologies, LL	24-03187	CAD System	34,807.50	0	34,807.50
GENERAL OPERATING ACCOUNT	231042	4/25/2024 CENTURYLINK COMMUNICATIONS LLC	24-01130	Camp Wewa Internet Circuit	180.18	0	180.18
GENERAL OPERATING ACCOUNT	231043	4/25/2024 CHARTER COMMUNICATIONS HOLDING	24-01129	Primary Voice & Data Circuit	1,774.85	0	1,774.85
GENERAL OPERATING ACCOUNT	231044	4/25/2024 CITY ELECTRIC SUPPLY CO.	24-00005	Repair needs for division	182.25	0	182.25
GENERAL OPERATING ACCOUNT	231045	4/25/2024 REXEL OF AMERICA. LLC	24-03213	Variable Frequency Drive	28,815.01	0	28,815.01
GENERAL OPERATING ACCOUNT	231046	4/25/2024 CONTRACTORS TOOL SVC, INC	24-01227	Hand Power tools	1,039.48	0	1,039.48
GENERAL OPERATING ACCOUNT	231047	4/25/2024 CPH CONSULTING, LLC	24-01792	FD#4 Renovations Design	4,890.00	0	4,890.00
GENERAL OPERATING ACCOUNT	231047	4/25/2024 CPH CONSULTING, LLC	24-02349	FD2 Renovation Design Plans	1,755.00	0	1,755.00
GENERAL OPERATING ACCOUNT	231047	4/25/2024 CPH CONSULTING, LLC	24-02350	FD3 Renovation Design Plans	1,755.00	0	1,755.00
GENERAL OPERATING ACCOUNT	231048	4/25/2024 CREATIVE FINANCIAL STAFFING	24-01732	Finance Dept. Temp Staff	831.25	0	831.25
GENERAL OPERATING ACCOUNT	231049	4/25/2024 CRYSTAL SPRINGS	24-00134	Water Delivery - Station 6	144.89	0	144.89
GENERAL OPERATING ACCOUNT	231050	4/25/2024 ENCO UTILITY SERVICES FLORIDA	24-01428	UTILITY BILL PRINT & POSTAGE	5,365.20	0	5,365.20
GENERAL OPERATING ACCOUNT	231051	4/25/2024 EPILEPSY ASSOC OF CENTRAL FL	24-03528	Depoist Refund Epilepsy Found.	500.00	0	500.00
GENERAL OPERATING ACCOUNT	231052	4/25/2024 FASTENAL COMPANY	24-03225	Hand Tools	1,461.74	0	1,461.74
GENERAL OPERATING ACCOUNT	231053	4/25/2024 FEDEX	24-03505	Shipping Stamps & Contract	29.56	0	29.56
GENERAL OPERATING ACCOUNT	231054	4/25/2024 FIRE SERVICE TESTING CO, INC.	24-01697	Team Lead Testing	875.00	0	875.00
GENERAL OPERATING ACCOUNT	231055	4/25/2024 FISHER SCIENTIFIC	24-00701	Operational Lab Supplies	300.96	0	300.96
GENERAL OPERATING ACCOUNT	231056	4/25/2024 FITNESS SERVICES OF CENTRAL FL	24-01389	Gym repairs - BLANKET	1,285.00	0	1,285.00
GENERAL OPERATING ACCOUNT	231057	4/25/2024 FLORIDA COMBINED LIFE	24-00286	Open PO EE Pd Dental Ins FY24	28,313.91	0	28,313.91
GENERAL OPERATING ACCOUNT	231058	4/25/2024 FORTLINE, INC	24-02020	INVENTORY ITEMS	257.25	0	257.25
GENERAL OPERATING ACCOUNT	231059	4/25/2024 UPS FREIGHT	24-03554	Shipping	96.56	0	96.56
GENERAL OPERATING ACCOUNT	231060	4/25/2024 FW FLEET CLEAN, LLC	24-02850	Sant. truck maintenance wash	281.30	0	281.30
GENERAL OPERATING ACCOUNT	231061	4/25/2024 GOLF CART CENTER, LLC	24-03351	Golf Cart	9,409.00	0	9,409.00
GENERAL OPERATING ACCOUNT	231062	4/25/2024 GRAINGER	24-00082	Inventory items blanket PO	4,979.02	0	4,979.02
GENERAL OPERATING ACCOUNT	231062	4/25/2024 GRAINGER	24-00447	Citywide blanket for repairs	319.80	0	319.80
GENERAL OPERATING ACCOUNT	231062	4/25/2024 GRAINGER	24-00712	Plant Maint Operating Supplies	418.80	0	418.80
GENERAL OPERATING ACCOUNT	231062	4/25/2024 GRAINGER	24-02813	Combination Cartridge Filters	256.76	0	256.76
GENERAL OPERATING ACCOUNT	231063	4/25/2024 GRAYBAR	24-03271	Outdoor Station Phones	1,948.73	0	1,948.73
GENERAL OPERATING ACCOUNT	231064	4/25/2024 HERC RENTALS	24-00745	Blanket for Equipment Rental	2,654.00	0	2,654.00
GENERAL OPERATING ACCOUNT	231065	4/25/2024 HUTCHINSON, MATTHEW	24-03496	Bagpipes for Memorial Day	250.00	0	250.00
GENERAL OPERATING ACCOUNT	231066	4/25/2024 IACP	24-00464	Annual Membership Renewal	190.00	0	190.00
GENERAL OPERATING ACCOUNT	231067	4/25/2024 JACK HENRY & ASSOCIATES	24-01483	REMIT PLUS CHECK PROCESSING	215.10	0	215.10
GENERAL OPERATING ACCOUNT	231068	4/25/2024 JONES, AARON	24-03552	FCC facility deposit refund	200.00	0	200.00
GENERAL OPERATING ACCOUNT	231069	4/25/2024 LEGVOLD, TAYLOR J	24-03549	Training Reimbursement	907.00	0	907.00
GENERAL OPERATING ACCOUNT	231070	4/25/2024 MATT GURGONE	24-03538	Training Reimbursement	1,200.00	0	1,200.00
GENERAL OPERATING ACCOUNT	231071	4/25/2024 MAX SERVICE AIR AND HEAT, LLC	24-01016	Blanket for citywide AC repair	450.00	0	450.00
GENERAL OPERATING ACCOUNT	231072	4/25/2024 MISS APOPKA SCHOLARSHIP PAGEAN	24-00488	Miss Apopka Ad	650.00	0	650.00
GENERAL OPERATING ACCOUNT	231073	4/25/2024 MUNICIPAL EMERGENCY SERVICES	24-01073	Duty Uniforms	168.24	0	168.24
GENERAL OPERATING ACCOUNT	231074	4/25/2024 MY HEALTH ONSITE	24-03489	March 2024 MHO Operations	62,389.32	0	62,389.32

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GENERAL OPERATING ACCOUNT	231075	4/25/2024 NEDD, QUINTON	24-03486	Fuel- travel to job fair	39.00	0	39.00
GENERAL OPERATING ACCOUNT	231076	4/25/2024 ODP BUSINESS SOLUTIONS, LLC	24-00570	Support Svcs. Office Supplies	135.45	0	135.45
GENERAL OPERATING ACCOUNT	231076	4/25/2024 ODP BUSINESS SOLUTIONS, LLC	24-00628	Office supplies for department	104.32	0	104.32
GENERAL OPERATING ACCOUNT	231076	4/25/2024 ODP BUSINESS SOLUTIONS, LLC	24-00629	DE Office Supplies	1,618.80	0	1,618.80
GENERAL OPERATING ACCOUNT	231077	4/25/2024 ORBIS Corporation	24-01112	backyard compost bins	18,435.00	18,435.00	0 Paid by Credit Card
GENERAL OPERATING ACCOUNT	231078	4/25/2024 PARKINSON, ANDREW	24-03470	Parkinson training p. diem	161.00	0	161.00
GENERAL OPERATING ACCOUNT	231079	4/25/2024 PEOPLE READY, INC	24-01427	Temporary Workers	2,706.92	0	2,706.92
GENERAL OPERATING ACCOUNT	231079	4/25/2024 PEOPLE READY, INC	24-01494	Temp Labor	21,846.60	0	21,846.60
GENERAL OPERATING ACCOUNT	231080	4/25/2024 POTTER, LORENA	24-03541	FCC facility deposit refund	200.00	0	200.00
GENERAL OPERATING ACCOUNT	231081	4/25/2024 PREFERRED GOVERNMENTAL INS. TR	24-03523	PGIT WC DEDUCTIBLE 2013 CLAIM	6.25	0	6.25
GENERAL OPERATING ACCOUNT	231082	4/25/2024 PREMIERE JANITORIAL SUPPLY	24-00076	Inventory items blanket PO	384.90	0	384.90
GENERAL OPERATING ACCOUNT	231083	4/25/2024 PREMIER LAWN MAINTENANCE	24-01236	Grounds Maintenance	470.00	0	470.00
GENERAL OPERATING ACCOUNT	231084	4/25/2024 PRINTERS, THE	24-03461	Business Cards - J Hanson	88.00	0	88.00
GENERAL OPERATING ACCOUNT	231085	4/25/2024 PRO TREE KUSTOMS AND AUTO COLL	24-01933	REPAIRS TO VECHILE BODY DAMAGE	16,167.33	0	16,167.33
GENERAL OPERATING ACCOUNT	231086	4/25/2024 RAFTELIS	23-05177	Municipal Impact Fee Study	8,675.50	0	8,675.50
GENERAL OPERATING ACCOUNT	231086	4/25/2024 RAFTELIS	23-05770	Consulting Services	5,576.25	0	5,576.25
GENERAL OPERATING ACCOUNT	231087	4/25/2024 RANDALL MECHANICAL, INC.	24-00471	Fire Systems Insp and monitori	300.00	0	300.00
GENERAL OPERATING ACCOUNT	231087	4/25/2024 RANDALL MECHANICAL, INC.	24-00912	Fire Sprinkler/Alarm Repairs	4,949.00	0	4,949.00
GENERAL OPERATING ACCOUNT	231088	4/25/2024 REDLINE ACCESS & RESCUE SOLUTI	24-00524	Redline Rockwall	320.00	0	320.00
GENERAL OPERATING ACCOUNT	231089	4/25/2024 RICOH USA, INC.	24-00623	Copier Usage	60.89	0	60.89
GENERAL OPERATING ACCOUNT	231090	4/25/2024 RUDICH, JENNIFER	24-03471	J. Rudich training p. diem	161.00	0	161.00
GENERAL OPERATING ACCOUNT	231091	4/25/2024 SCIENS ORLANDO, LLC.	24-01771	Fire Alarm System Monitoring	300.00	0	300.00
GENERAL OPERATING ACCOUNT	231092	4/25/2024 SEALING RESOURCES OF JACKSONVI	24-03034	Pump Seals and Bearings	1,014.75	0	1,014.75
GENERAL OPERATING ACCOUNT	231093	4/25/2024 SISSINE'S BUSINESS SOLUTIONS	24-00466	Copies on printers NW/FCC	438.28	0	438.28
GENERAL OPERATING ACCOUNT	231094	4/25/2024 SOUTHERN COMPUTER WAREHOUSE, I	24-03547	Warehouse purchasing equipment	371.78	0	371.78
GENERAL OPERATING ACCOUNT	231095	4/25/2024 STAPLE, INC	24-00096	Office Supplies	221.76	0	221.76
GENERAL OPERATING ACCOUNT	231096	4/25/2024 STERICYCLE INC.	24-01480	Biohazard Waste Disposal	6,992.99	0	6,992.99
GENERAL OPERATING ACCOUNT	231097	4/25/2024 TETRA TECH INC.	22-06209	Camp Wewa - PWS/WWS Ext.	10,527.79	0	10,527.79
GENERAL OPERATING ACCOUNT	231097	4/25/2024 TETRA TECH INC.	23-05181	Conceptual Proj Feasibility	13,025.66	0	13,025.66
GENERAL OPERATING ACCOUNT	231097	4/25/2024 TETRA TECH INC.	24-02088	Asbestos Pipe Design Phase 2	14,995.50	0	14,995.50
GENERAL OPERATING ACCOUNT	231097	4/25/2024 TETRA TECH INC.	24-02573	NW Storm and Reuse Upgrade-2A	17,392.50	0	17,392.50
GENERAL OPERATING ACCOUNT	231097	4/25/2024 TETRA TECH INC.	24-02574	NW Storm and Reuse Upgrade-2B	8,579.70	0	8,579.70
GENERAL OPERATING ACCOUNT	231098	4/25/2024 THE LAKE DOCTOR, INC	24-00863	Stormwater Pond Treatment	900.00	0	900.00
GENERAL OPERATING ACCOUNT	231099	4/25/2024 TURNER, MARK	24-03495	Doves for Memorial Day event	250.00	0	250.00
GENERAL OPERATING ACCOUNT	231100	4/25/2024 ULTIMATE WOODWORKS	24-02368	Finance workstation	2,850.00	0	2,850.00
GENERAL OPERATING ACCOUNT	231101	4/25/2024 VISION SERVICE PLAN - (IC)	24-00287	Open PO for EE PD Vision FY24	5,037.05	0	5,037.05
GENERAL OPERATING ACCOUNT	231102	4/25/2024 WESCO TURF , INC.	24-00295	MISCELLANEOUS MOWER PARTS	3,796.71	0	3,796.71
GENERAL OPERATING ACCOUNT	231103	4/25/2024 WE SUPPLY DIVISION 10, LLC	24-02188	Toilet Partitions PS warehouse	2,360.00	0	2,360.00
GENERAL OPERATING ACCOUNT	231104	4/25/2024 WILLIAMS, TAYLOR	24-03546	Training Reimbursement	907.00	0	907.00
GENERAL OPERATING ACCOUNT	231105	4/25/2024 WRIGHT-PIERCE	23-01301	Hydraulic Modeling Services	1,800.00	0	1,800.00
GENERAL OPERATING ACCOUNT	231105	4/25/2024 WRIGHT-PIERCE	24-01598	Golden Gem scope of services	16,547.00	0	16,547.00
GENERAL OPERATING ACCOUNT	231105	4/25/2024 WRIGHT-PIERCE	24-01734	Misc Hydraulic Modeling Servic	7,460.00	0	7,460.00
GENERAL OPERATING ACCOUNT	231106	4/25/2024 ZALDANA, ROSEMARY	24-03216	Rosemary Zaldana Sr Zumba inst	2,220.00	0	2,220.00
GENERAL OPERATING ACCOUNT	231107	4/25/2024 ZEP SALES & SERVICE	24-00081	Blanket PO - SOAP & DEODORIZER	306.37	0	306.37
GENERAL OPERATING ACCOUNT	231108	4/25/2024 ZONES, INC	24-02900	Annual MFA Security Renewal	12,600.00	0	12,600.00
OPERATING ACCOUNT WIRES	903072	4/3/2024 ORANGE COUNTY COMPTROLLER	24-00398	Recording fees	260.70	0	260.70
OPERATING ACCOUNT WIRES	903073	4/5/2024 EXPERTPAY	24-03292	CHILD SUPPORT W/E 03/30/24	1,467.26	0	1,467.26
OPERATING ACCOUNT WIRES	903074	4/5/2024 INTERNAL REVENUE SERVICE	24-03294	ACH PAYROLL TAX W/E 03/30/24	110,931.95	0	110,931.95
OPERATING ACCOUNT WIRES	903075	4/5/2024 PRUDENTIAL RETIREMENT	24-03295	PRUDENTIAL RETIREMENT 03/30/24	120,179.29	0	120,179.29
OPERATING ACCOUNT WIRES	903076	4/5/2024 VOYA INSTITUTIONAL TRUST CO.	24-03293	457 CONTRIBUTION W/E 03/30/24	6,098.94	0	6,098.94
OPERATING ACCOUNT WIRES	903029	4/8/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	133.60	0	133.60
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-00302	Electric Bill Payments	500.46	0	500.46
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-00307	Electronic Invoices 2210	195.26	0	195.26
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-00311	FY23 Electronic Invoices 3010	754.44	0	754.44
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-00372	Warehouse Electric Bills	123.04	0	123.04
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-00692	FY24 Electric Invoices 3210	123.05	0	123.05
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-00696	Blanket PO - Utility Charges	195.26	0	195.26
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-00843	FY24 Electric Invoices 3614	32.45	0	32.45
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-00917	Street Lights & Median Elect.	69,927.96	0	69,927.96
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-01011	Electric Invoices 3151	3,037.72	0	3,037.72
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	78.11	0	78.11
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-01052	Duke Energy PO for Power	246.09	0	246.09
OPERATING ACCOUNT WIRES	903032	4/8/2024 DUKE ENERGY	24-01172	Oaks @ Kelly Park Str Lgrs MSB	1,135.23	0	1,135.23

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OPERATING ACCOUNT WIRES	903057	4/10/2024 DUKE ENERGY	24-00301	FY24 Electrical Invoice 3121	199,047.19	0	199,047.19
OPERATING ACCOUNT WIRES	903058	4/10/2024 DUKE ENERGY	24-00127	Utility Billing - Electrical	14,555.98	0	14,555.98
OPERATING ACCOUNT WIRES	903059	4/10/2024 DUKE ENERGY	24-01102	Duke Energy	23,933.47	0	23,933.47
OPERATING ACCOUNT WIRES	903061	4/10/2024 DUKE ENERGY	24-00843	FY24 Electric Invoices 3614	651.82	0	651.82
OPERATING ACCOUNT WIRES	903061	4/10/2024 DUKE ENERGY	24-00917	Street Lights & Median Elect.	10,657.88	0	10,657.88
OPERATING ACCOUNT WIRES	903061	4/10/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	22.98	0	22.98
OPERATING ACCOUNT WIRES	903061	4/10/2024 DUKE ENERGY	24-01052	Duke Energy PO for Power	258.79	0	258.79
OPERATING ACCOUNT WIRES	903061	4/10/2024 DUKE ENERGY	24-01102	Duke Energy	19.42	0	19.42
OPERATING ACCOUNT WIRES	903061	4/10/2024 DUKE ENERGY	24-02722	Nottingham MSBU Street Lights	480.15	0	480.15
OPERATING ACCOUNT WIRES	903077	4/10/2024 PUBLIC RISK MANAGEMENT OF FL	24-03354	April 2024 Medical Insurance	665,770.18	0	665,770.18
OPERATING ACCOUNT WIRES	903097	4/12/2024 APOPKA POLICE OFFICERS ASSOC.	24-03448	PD Union March 2024	318.50	0	318.50
OPERATING ACCOUNT WIRES	903098	4/12/2024 APOPKA FIREFIGHTERS ASSOC.	24-03446	FD Assoc Dues March 2024	690.00	0	690.00
OPERATING ACCOUNT WIRES	903099	4/12/2024 APOPKA PROFESSIONAL	24-03447	FD Union Dues March 2024	5,303.80	0	5,303.80
OPERATING ACCOUNT WIRES	903100	4/12/2024 EXPERTPAY	24-03442	CHILD SUPPORT W/E 04/06/24	2,865.36	0	2,865.36
OPERATING ACCOUNT WIRES	903101	4/12/2024 INTERNAL REVENUE SERVICE	24-03444	ACH PAYROLL TAX W/E 04/06/24	248,886.50	0	248,886.50
OPERATING ACCOUNT WIRES	903102	4/12/2024 PRUDENTIAL RETIREMENT	24-03445	PRUDENTIAL RETIREMENT 04/06/24	265,696.05	0	265,696.05
OPERATING ACCOUNT WIRES	903103	4/12/2024 VOYA INSTITUTIONAL TRUST CO.	24-03443	457 CONTRIBUTION W/E 04/06/24	12,654.32	0	12,654.32
OPERATING ACCOUNT WIRES	903062	4/15/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	1,243.74	0	1,243.74
OPERATING ACCOUNT WIRES	903063	4/15/2024 DUKE ENERGY	24-00307	Electronic Invoices 2210	8,330.49	0	8,330.49
OPERATING ACCOUNT WIRES	903064	4/15/2024 DUKE ENERGY	24-00309	FY23 Electronic Invoices 2250	915.78	0	915.78
OPERATING ACCOUNT WIRES	903065	4/15/2024 DUKE ENERGY	24-00127	Utility Billing - Electrical	634.89	0	634.89
OPERATING ACCOUNT WIRES	903066	4/15/2024 DUKE ENERGY	24-00307	Electronic Invoices 2210	100.15	0	100.15
OPERATING ACCOUNT WIRES	903067	4/15/2024 DUKE ENERGY	24-00300	Duke Energy Blanket	74,573.80	0	74,573.80
OPERATING ACCOUNT WIRES	903067	4/15/2024 DUKE ENERGY	24-00917	Street Lights & Median Elect.	1,042.77	0	1,042.77
OPERATING ACCOUNT WIRES	903067	4/15/2024 DUKE ENERGY	24-01102	Duke Energy	3,649.82	0	3,649.82
OPERATING ACCOUNT WIRES	903068	4/15/2024 DUKE ENERGY	24-00696	Blanket PO - Utility Charges	16,137.62	0	16,137.62
OPERATING ACCOUNT WIRES	903068	4/15/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	59.73	0	59.73
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-00302	Electric Bill Payments	81.31	0	81.31
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-00307	Electronic Invoices 2210	25.15	0	25.15
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-00843	FY24 Electric Invoices 3614	1,142.26	0	1,142.26
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-00917	Street Lights & Median Elect.	38,178.39	0	38,178.39
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	114.30	0	114.30
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-01170	Avian Pointe Str Lgts FY2324	6,867.73	0	6,867.73
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-01171	East Kelly Park MSBU Str Lgts	2,052.46	0	2,052.46
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-01174	Winding Meadows Str Lgts MSBU	67.70	0	67.70
OPERATING ACCOUNT WIRES	903071	4/15/2024 DUKE ENERGY	24-01738	West Kelly Park MSBU Str Lgts	1,157.03	0	1,157.03
OPERATING ACCOUNT WIRES	903078	4/16/2024 DUKE ENERGY	24-00302	Electric Bill Payments	26,360.60	0	26,360.60
OPERATING ACCOUNT WIRES	903079	4/18/2024 ORANGE COUNTY COMPTROLLER	24-03514	ORANGE CO PUBLIC SERVICE TAX	17,379.84	0	17,379.84
OPERATING ACCOUNT WIRES	903104	4/19/2024 EXPERTPAY	24-03515	CHILD SUPPORT W/E 04/13/24	1,467.26	0	1,467.26
OPERATING ACCOUNT WIRES	903105	4/19/2024 INTERNAL REVENUE SERVICE	24-03517	ACH PAYROLL TAX W/E 04/13/24	113,593.59	0	113,593.59
OPERATING ACCOUNT WIRES	903106	4/19/2024 PRUDENTIAL RETIREMENT	24-03518	PRUDENTIAL RETIREMENT 04/13/24	121,274.50	0	121,274.50
OPERATING ACCOUNT WIRES	903107	4/19/2024 VOYA INSTITUTIONAL TRUST CO.	24-03516	457 CONTRIBUTION W/E 04/13/24	6,362.76	0	6,362.76
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00069	General Operating Supplies	569.74	0	569.74
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00088	Repair needs for Division	2,331.97	0	2,331.97
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00150	Non inventory supplies	252.33	0	252.33
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00374	Blanket PO -Operating Supplies	637.77	0	637.77
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00630	Home Depot Blanket	274.18	0	274.18
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00639	Misc Operating Supplies	414.04	0	414.04
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00647	Misc Operating Supplies	695.52	0	695.52
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00694	MISCELLANEOUS SUPPLIES	301.29	0	301.29
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-00722	Blanket PO for Supplies	309.01	0	309.01
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-02838	Evidence Section Storage Racks	747.00	0	747.00
OPERATING ACCOUNT WIRES	903084	4/24/2024 HOME DEPOT CREDIT SERVICES	24-03053	Plant Materials	1,267.88	0	1,267.88
OPERATING ACCOUNT WIRES	903096	4/24/2024 WALMART COMMUNITY/CAPITAL ONE	24-00169	Event Supplies	52.48	0	52.48
OPERATING ACCOUNT WIRES	903096	4/24/2024 WALMART COMMUNITY/CAPITAL ONE	24-03176	Food & Supplies Health/Fitness	161.35	0	161.35
OPERATING ACCOUNT WIRES	903096	4/24/2024 WALMART COMMUNITY/CAPITAL ONE	24-03582	Station Supplies	470.32	0	470.32
OPERATING ACCOUNT WIRES	903085	4/25/2024 DUKE ENERGY	24-00696	Blanket PO - Utility Charges	768.01	0	768.01
OPERATING ACCOUNT WIRES	903086	4/25/2024 DUKE ENERGY	24-00300	Duke Energy Blanket	32,829.04	0	32,829.04
OPERATING ACCOUNT WIRES	903087	4/25/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	123.70	0	123.70
OPERATING ACCOUNT WIRES	903088	4/25/2024 DUKE ENERGY	24-00309	FY23 Electronic Invoices 2250	1,416.82	0	1,416.82
OPERATING ACCOUNT WIRES	903089	4/25/2024 DUKE ENERGY	24-01102	Duke Energy	97.26	0	97.26
OPERATING ACCOUNT WIRES	903090	4/25/2024 DUKE ENERGY	24-00302	Electric Bill Payments	11,056.86	0	11,056.86
OPERATING ACCOUNT WIRES	903091	4/25/2024 DUKE ENERGY	24-01102	Duke Energy	385.16	0	385.16

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OPERATING ACCOUNT WIRES	903092	4/25/2024 DUKE ENERGY	24-01011	Electric Invoices 3151	399.87	0	399.87
OPERATING ACCOUNT WIRES	903092	4/25/2024 DUKE ENERGY	24-01102	Duke Energy	132.10	0	132.10
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-00302	Electric Bill Payments	485.99	0	485.99
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-00307	Electronic Invoices 2210	209.85	0	209.85
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-00311	FY23 Electronic Invoices 3010	772.42	0	772.42
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-00372	Warehouse Electric Bills	109.20	0	109.20
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-00692	FY24 Electric Invoices 3210	109.19	0	109.19
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-00696	Blanket PO - Utility Charges	209.86	0	209.86
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-00917	Street Lights & Median Elect.	69,986.16	0	69,986.16
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-01011	Electric Invoices 3151	2,966.16	0	2,966.16
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-01012	Electric Inv. 3412-4300	40.23	0	40.23
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-01052	Duke Energy PO for Power	218.39	0	218.39
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-01102	Duke Energy	9,026.79	0	9,026.79
OPERATING ACCOUNT WIRES	903095	4/25/2024 DUKE ENERGY	24-01172	Oaks @ Kelly Park Str Lgts MSB	1,289.67	0	1,289.67
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00099	Blanket Sr Supply needs	211.75	0	211.75
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00102	Blanket supplies/ events FCC	39.90	0	39.90
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00314	Station 6 Lease	2,593.26	0	2,593.26
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00369	Blanket PO - Office Supplies	-31.98	0	-31.98
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00445	Digital Subscription - J Hitt	14.00	0	14.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00472	Amazon Open Purchase Order	554.94	0	554.94
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00483	Blanket Office Purchases	145.08	0	145.08
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00664	Facebook	45.86	0	45.86
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-00714	UTILITY BILLING IVR PHONE PYMT	1,178.34	0	1,178.34
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-01112	backyard compost bins	18,435.00	0	18,435.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-01203	Domain Registration Renewals	91.97	0	91.97
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-01212	Blanket for PS Toll Charges	475.00	0	475.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-01288	Devanie- Hotel	1,150.00	0	1,150.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-01289	Devanie- training fuel	71.32	0	71.32
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-01432	Athletic supplies	565.78	0	565.78
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-01812	BLANKET - Office Supplies	570.89	0	570.89
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02067	Baker training range fees	45.00	0	45.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02217	fish food for C&B 2024	171.92	0	171.92
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02277	Program supplies	-110.36	0	-110.36
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02286	Blanket Sr Events (Amazon)	8.01	0	8.01
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02337	Dry Cleaners	195.64	0	195.64
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02356	BLANKET - Cleaning Supplies	254.40	0	254.40
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02424	FIN Blanket PO:Office Supplies	86.61	0	86.61
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02565	NOTARY RENEWAL - KRISTI FUNKE	229.92	0	229.92
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02577	FWRC Conference	-55.00	0	-55.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02691	Baez VCQB range fee	45.00	0	45.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02700	Tablet Case and Stand	84.31	0	84.31
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02709	BLS Online Course	936.00	0	936.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02712	FBA Membership-J Hitt B Howell	200.00	0	200.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02713	FL Water Resources Seminar	-55.00	0	-55.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02810	Field Trip Spring Break Camp	782.46	0	782.46
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02819	Radio Batteries/Chargers	1,091.10	0	1,091.10
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02820	Crossing Guard Safety Jackets	609.86	0	609.86
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02821	Crossing Guard Hi Vis Gloves	47.97	0	47.97
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02822	Craft Supplies for Spring Camp	210.00	0	210.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02827	Scanner	220.00	0	220.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02829	K9 Decoy Seminar	900.00	0	900.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02835		233.98	0	233.98
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02837	GFOA Membership	595.00	0	595.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02843	GFOA Budget Award Program	575.00	0	575.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02844	Notary Public - Bobby Howell	139.75	0	139.75
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02857	March Sr Trip Strawberry Fest	230.00	0	230.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02858	Camtasia/Snagit Renewal	55.03	0	55.03
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02862	Office Chair Mat	87.90	0	87.90
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02864	Pizza Day Spring Break Camp	88.81	0	88.81
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02890	TAC Unit Surveillance Cams	504.00	0	504.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02898	Wastewater B Course	195.00	0	195.00
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02901	WIRE HARNESS FOR AMB #1	489.69	0	489.69
OPERATING ACCOUNT WIRES	903123	4/25/2024 SYNOVUS BANK	24-02902	DOH Reinspection fee	54.29	0	54.29

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OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-02914	Government Jobs Postings	629.00	0	629.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-02919	Signage media content player	139.00	0	139.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-02960	Renew Notary /Glendine Nicholes	106.95	0	106.95
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-02966	Lifmaster Door openers FS 5	62.00	0	62.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-02978	Computer Webcam	69.80	0	69.80
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-02981	BOAF Membership Fee-R Eldridge	60.00	0	60.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-02982	Permit Tech Training Books	185.25	0	185.25
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-02983	Telecommunicators Week Items	362.28	0	362.28
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03016	Office or Program supplies	79.99	0	79.99
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03017	Hotel for testing proctor	142.00	0	142.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03019	Membership & Conference Costs	612.50	0	612.50
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03021	Conference Accomodations	497.63	0	497.63
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03032	MISCELLANEOUS VEHICLE PARTS	99.95	0	99.95
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03049	FBA Registration	325.00	0	325.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03147	Saws	2,891.38	0	2,891.38
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03150	Central Florida Job Fair Pymnt	646.00	0	646.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03154	Replacement Microwave Comm Cen	169.99	0	169.99
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03155	FRW Association fee	623.28	0	623.28
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03157	Crossing Guard Safety Jackets	119.97	0	119.97
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03159	Torres' Special Event Training	695.00	0	695.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03163	GOSHRM April Meeting	40.00	0	40.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03169	Cobweb Duster	79.97	0	79.97
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03172	H. Reardon Analyze Data w AI	50.00	0	50.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03179	AGI Armorer Courses DVDs	99.90	0	99.90
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03180	Items for City Gym	467.07	0	467.07
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03183	Bethune-Cookman Job Fair	350.00	0	350.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03193	Smith Conference FL League	400.00	0	400.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03196	Emergency Fuel - CNG	1,057.46	0	1,057.46
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03678	FGFOA 2024 Annual Conference	600.00	0	600.00
OPERATING ACCOUNT WIRES	903123	4/25/2024	SYNOVUS BANK	24-03776	OBJ Subscription	4.00	0	4.00
OPERATING ACCOUNT WIRES	903108	4/26/2024	EXPERTPAY	24-03622	CHILD SUPPORT W/E 04/20/24	2,771.55	0	2,771.55
OPERATING ACCOUNT WIRES	903109	4/26/2024	INTERNAL REVENUE SERVICE	24-03624	ACH PAYROLL TAX W/E 04/20/24	242,618.16	0	242,618.16
OPERATING ACCOUNT WIRES	903110	4/26/2024	PRUDENTIAL RETIREMENT	24-03625	PRUDENTIAL RETIREMENT 04/20/24	261,000.93	0	261,000.93
OPERATING ACCOUNT WIRES	903111	4/26/2024	VOYA INSTITUTIONAL TRUST CO.	24-03623	457 CONTRIBUTION W/E 04/20/24	12,601.18	0	12,601.18
SYNOVUS BANK E-PAYMENTS	304484	4/5/2024	APOPKA ACE HARDWARE & LUMBER I	24-00346	MISCELLANEOUS VEHICLE PARTS	185.73	0	185.73
SYNOVUS BANK E-PAYMENTS	304484	4/5/2024	APOPKA ACE HARDWARE & LUMBER I	24-00362	Repairs to Facilities	93.15	0	93.15
SYNOVUS BANK E-PAYMENTS	304485	4/5/2024	CONSOLIDATED ELECTRICAL DIST.	24-03146	Soft Start	1,050.00	0	1,050.00
SYNOVUS BANK E-PAYMENTS	304486	4/5/2024	CORE & MAIN LP	24-00098	Inventory items	33,068.48	0	33,068.48
SYNOVUS BANK E-PAYMENTS	304488	4/5/2024	DANA SAFETY SUPPLY, INC.	23-05264	Upfit of marked vehicle	17,881.70	0	17,881.70
SYNOVUS BANK E-PAYMENTS	304488	4/5/2024	DANA SAFETY SUPPLY, INC.	23-05265	Upfit of marked vehicle	17,673.78	0	17,673.78
SYNOVUS BANK E-PAYMENTS	304488	4/5/2024	DANA SAFETY SUPPLY, INC.	23-05493	Upfit of marked vehicle	17,673.78	0	17,673.78
SYNOVUS BANK E-PAYMENTS	304488	4/5/2024	DANA SAFETY SUPPLY, INC.	24-00835	PARTS & REPAIRS EMERGENCY CARS	6,446.47	0	6,446.47
SYNOVUS BANK E-PAYMENTS	304489	4/5/2024	FERGUSON ENTERPRISES, INC.	24-00074	Inventory Blanket PO	2,168.00	0	2,168.00
SYNOVUS BANK E-PAYMENTS	304490	4/5/2024	FERRAN SERVICES & CONTRACTING,	24-01944	Emergency Plumbing Services	1,647.00	0	1,647.00
SYNOVUS BANK E-PAYMENTS	304491	4/5/2024	GALLS, PARENT HOLDINGS, LLC	24-01154	Accouterments - Blanket PO	28.17	0	28.17
SYNOVUS BANK E-PAYMENTS	304491	4/5/2024	GALLS, PARENT HOLDINGS, LLC	24-01516	Footwear Annual Replacement	195.96	0	195.96
SYNOVUS BANK E-PAYMENTS	304491	4/5/2024	GALLS, PARENT HOLDINGS, LLC	24-02208	Explorers pants and belt	120.50	0	120.50
SYNOVUS BANK E-PAYMENTS	304492	4/5/2024	LAKE JEM FARMS INC.	24-02183	Palm Tree Fertilization	4,200.00	0	4,200.00
SYNOVUS BANK E-PAYMENTS	304493	4/5/2024	MICHIGAN ST. PUMP & ELECTRIC M	24-01259	Lift Station Pump Repairs	41,004.00	0	41,004.00
SYNOVUS BANK E-PAYMENTS	304494	4/5/2024	MILLIKAN BATTERY & ELECTRIC	24-00124	Blanket PO: Vehicle Batteries	111.50	0	111.50
SYNOVUS BANK E-PAYMENTS	304494	4/5/2024	MILLIKAN BATTERY & ELECTRIC	24-00125	STOCK BATTERIES	466.00	0	466.00
SYNOVUS BANK E-PAYMENTS	304495	4/5/2024	ORLANDO FREIGHTLINER, INC.	24-00456	MISC FREIGHTLINER TRUCK PARTS	3,006.29	0	3,006.29
SYNOVUS BANK E-PAYMENTS	304496	4/5/2024	PRIDE ENTERPRISES	24-00782	STOCK RECAP TIRES FOR TRUCKS	4,648.92	0	4,648.92
SYNOVUS BANK E-PAYMENTS	304497	4/5/2024	RAPID SYSTEMS	24-01181	Wireless Internet Circuit	2,136.00	0	2,136.00
SYNOVUS BANK E-PAYMENTS	304498	4/5/2024	SAFETY PRODUCTS INC	24-00075	Inventory items Blanket PO	2,131.80	0	2,131.80
SYNOVUS BANK E-PAYMENTS	304499	4/5/2024	SHELLEY'S ENVIRONMENTAL SYSTEM	24-02237	Sludge Hualing	1,274.00	0	1,274.00
SYNOVUS BANK E-PAYMENTS	304500	4/5/2024	UNIFIRST CORPORATION	24-00130	UNIFORMS RENTAL FY 2024	2,209.87	0	2,209.87
SYNOVUS BANK E-PAYMENTS	304501	4/11/2024	AIRGAS USA, LLC	24-01459	Oxygen & Cylinder Rental	1,101.21	0	1,101.21
SYNOVUS BANK E-PAYMENTS	304502	4/11/2024	ALTERNATIVE POWER SOLUTIONS, I	24-00299	Generator Repair & Maintenance	925.00	0	925.00
SYNOVUS BANK E-PAYMENTS	304503	4/11/2024	APOPKA CHIEF, THE	24-01086	Blanket PO - Legal Ads	724.00	0	724.00
SYNOVUS BANK E-PAYMENTS	304504	4/11/2024	APOPKA ACE HARDWARE & LUMBER I	24-00362	Repairs to Facilities	96.11	0	96.11
SYNOVUS BANK E-PAYMENTS	304504	4/11/2024	APOPKA ACE HARDWARE & LUMBER I	24-01392	Hand tools and supplies	10.18	0	10.18
SYNOVUS BANK E-PAYMENTS	304505	4/11/2024	CORE & MAIN LP	24-00098	Inventory items	44,319.34	0	44,319.34

City of Apopka
April 2024
Finance Disbursement Report
Exhibit A

SYNOVUS BANK E-PAYMENTS	304505	4/11/2024 CORE & MAIN LP	24-00775	Parts and Materials	1,556.00	0	1,556.00
SYNOVUS BANK E-PAYMENTS	304506	4/11/2024 FAST SIGNS	24-03265	Vehicle Wrap & Window Film	520.53	0	520.53
SYNOVUS BANK E-PAYMENTS	304507	4/11/2024 FERGUSON ENTERPRISES, INC.	24-00074	Inventory Blanket PO	318.00	0	318.00
SYNOVUS BANK E-PAYMENTS	304510	4/11/2024 GALLS, PARENT HOLDINGS, LLC	24-01254	Firefighter Uniforms	2,403.28	0	2,403.28
SYNOVUS BANK E-PAYMENTS	304511	4/11/2024 MERCER PEST CONTROL, INC.	24-00452	Pest Control for Facilities	2,820.88	0	2,820.88
SYNOVUS BANK E-PAYMENTS	304512	4/11/2024 SAFETY PRODUCTS INC	24-00075	Inventory items Blanket PO	344.40	0	344.40
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01184	Mayors Copy Machine Lease	139.05	0	139.05
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01185	CommDev Copy Machine Maint	216.47	0	216.47
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01186	CA Copy Machine Maintenance	39.40	0	39.40
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01187	UB Copy Machine Lease	307.18	0	307.18
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01188	PD Copy Machine Leases	589.05	0	589.05
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01189	HR & Legal Copy Machine Lease	254.28	0	254.28
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01190	Procurement Printer Maint	32.00	0	32.00
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01191	Building Dept Copy Maintenance	84.17	0	84.17
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01192	PS Copy Machine Maintenance	797.28	0	797.28
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01193	Recreation Copy Machine Maint	84.53	0	84.53
SYNOVUS BANK E-PAYMENTS	304514	4/11/2024 SEMINOLE OFFICE SOLUTIONS, INC	24-01194	IT Copy Machine Lease	38.65	0	38.65
SYNOVUS BANK E-PAYMENTS	304515	4/11/2024 SHELLEY'S ENVIRONMENTAL SYSTEM	24-02237	Sludge Hauling	4,847.70	0	4,847.70
SYNOVUS BANK E-PAYMENTS	304516	4/11/2024 WASTE MANAGEMENT INC OF FL	24-00641	Yard Waste Tipping Fees	15,363.50	0	15,363.50
SYNOVUS BANK E-PAYMENTS	304516	4/11/2024 WASTE MANAGEMENT INC OF FL	24-00642	Recycling Tipping Fees	4,784.52	0	4,784.52
SYNOVUS BANK E-PAYMENTS	304517	4/18/2024 ALTERNATIVE POWER SOLUTIONS, I	24-00299	Generator Repair & Maintenance	12,696.00	0	12,696.00
SYNOVUS BANK E-PAYMENTS	304518	4/18/2024 APOPKA ACE HARDWARE & LUMBER I	24-00343	Repair & Maintenance Supplies	172.51	0	172.51
SYNOVUS BANK E-PAYMENTS	304518	4/18/2024 APOPKA ACE HARDWARE & LUMBER I	24-00362	Repairs to Facilities	244.54	0	244.54
SYNOVUS BANK E-PAYMENTS	304518	4/18/2024 APOPKA ACE HARDWARE & LUMBER I	24-00416	Repairs for claimed damages.	169.28	0	169.28
SYNOVUS BANK E-PAYMENTS	304519	4/18/2024 CORE & MAIN LP	24-00098	Inventory items	7,604.76	0	7,604.76
SYNOVUS BANK E-PAYMENTS	304520	4/18/2024 CROWN SHREDDING, LLC	24-00386	Shredding Services	279.46	0	279.46
SYNOVUS BANK E-PAYMENTS	304521	4/18/2024 FERGUSON ENTERPRISES, INC.	24-00074	Inventory Blanket PO	6,126.00	0	6,126.00
SYNOVUS BANK E-PAYMENTS	304522	4/18/2024 GALLS, PARENT HOLDINGS, LLC	24-01516	Footwear Annual Replacement	321.97	0	321.97
SYNOVUS BANK E-PAYMENTS	304523	4/18/2024 WELDON PARTS-ORLANDO	24-00497	STOCK:DEF FLUID	1,801.92	0	1,801.92
SYNOVUS BANK E-PAYMENTS	304523	4/18/2024 WELDON PARTS-ORLANDO	24-01709	MISC DEF FULIDS FOR VEHICLES	3,609.88	0	3,609.88
SYNOVUS BANK E-PAYMENTS	304524	4/18/2024 SAFETY PRODUCTS INC	24-00075	Inventory items Blanket PO	179.52	0	179.52
SYNOVUS BANK E-PAYMENTS	304525	4/18/2024 SHELLEY'S ENVIRONMENTAL SYSTEM	24-02237	Sludge Hauling	4,780.75	0	4,780.75
SYNOVUS BANK E-PAYMENTS	304526	4/18/2024 CHALLENGER TEAMWEAR	24-00145	Soccer Uniforms	21,500.60	0	21,500.60
SYNOVUS BANK E-PAYMENTS	304527	4/18/2024 TRAIL SAW & MOWER SERVICE, INC	24-00824	MISCELLANEOUS MOWER PARTS	1,378.31	0	1,378.31
SYNOVUS BANK E-PAYMENTS	304528	4/25/2024 AIRGAS USA, LLC	24-01459	Oxygen & Cylinder Rental	150.60	0	150.60
SYNOVUS BANK E-PAYMENTS	304529	4/25/2024 ALTERNATIVE POWER SOLUTIONS, I	24-00299	Generator Repair & Maintenance	7,983.78	0	7,983.78
SYNOVUS BANK E-PAYMENTS	304530	4/25/2024 APOPKA ACE HARDWARE & LUMBER I	24-00362	Repairs to Facilities	39.78	0	39.78
SYNOVUS BANK E-PAYMENTS	304530	4/25/2024 APOPKA ACE HARDWARE & LUMBER I	24-00416	Repairs for claimed damages.	10.18	0	10.18
SYNOVUS BANK E-PAYMENTS	304530	4/25/2024 APOPKA ACE HARDWARE & LUMBER I	24-01392	Hand tools and supplies	319.17	0	319.17
SYNOVUS BANK E-PAYMENTS	304531	4/25/2024 CHANNEL INNOVATIONS CORP.	24-01238	Air Compressor Servicing	773.99	0	773.99
SYNOVUS BANK E-PAYMENTS	304532	4/25/2024 CORE & MAIN LP	24-00098	Inventory items	113,594.81	0	113,594.81
SYNOVUS BANK E-PAYMENTS	304533	4/25/2024 DANA SAFETY SUPPLY, INC.	23-05268	Upfit of marked vehicle	17,672.20	0	17,672.20
SYNOVUS BANK E-PAYMENTS	304534	4/25/2024 FERGUSON ENTERPRISES, INC.	24-00074	Inventory Blanket PO	2,628.00	0	2,628.00
SYNOVUS BANK E-PAYMENTS	304536	4/25/2024 GALLS, PARENT HOLDINGS, LLC	24-01254	Firefighter Uniforms	1,442.63	0	1,442.63
SYNOVUS BANK E-PAYMENTS	304537	4/25/2024 PRIDE ENTERPRISES	24-03264	UB MAILING ENVELOPES	349.63	0	349.63
SYNOVUS BANK E-PAYMENTS	304538	4/25/2024 SAFETY PRODUCTS INC	24-00075	Inventory items Blanket PO	113.20	0	113.20
SYNOVUS BANK E-PAYMENTS	304539	4/25/2024 SITEONE LANDSCAPE SUPPLY, LLC	24-01155	Chemical, Chalk and Turface	874.11	0	874.11
SYNOVUS BANK E-PAYMENTS	304540	4/25/2024 SHELLEY'S ENVIRONMENTAL SYSTEM	24-02237	Sludge Hauling	6,128.20	0	6,128.20
SYNOVUS BANK E-PAYMENTS	304541	4/25/2024 WASTE MANAGEMENT INC OF FL	24-00641	Yard Waste Tipping Fees	23,837.35	0	23,837.35
SYNOVUS BANK E-PAYMENTS	304541	4/25/2024 WASTE MANAGEMENT INC OF FL	24-00642	Recycling Tipping Fees	4,270.30	0	4,270.30
SYNOVUS BANK E-PAYMENTS	304541	4/25/2024 WASTE MANAGEMENT INC OF FL	24-00654	Landfill/Roll off Charges	995.96	0	995.96
Total					6,486,464.71	52,038.90	6,434,425.81



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 1.

Meeting Date: May 15, 2024

Department: Human Resources

SUBJECT:

Appointment of the City Administrator Mr. Jacob Smith.

Presented by: Joseph Patton, Human Resources Director

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 15, 2024

Department: Community Development

SUBJECT:

Park View Preserve Phase 2 - Plat

REQUEST:

Approve the Park View Preserve, Phase 2 - Plat

SUMMARY:

Owner(s): JTD Land at Parkview, LLC

Applicant(s): PEC Surveying and Mapping. c/o David White

Tract Size: 71.3 +/- acres

Parcel Identification Number(s): 24-20-27-6845-06-001

Location: Tract FD-1, Park View Preserve, Phase 1

Future Land Use: Mixed-Use

Zoning District: KPI-MU-N (Mixed-Use Kelly Park - Neighborhood)

Project Manager: Bobby Howell, AICP

ZONING REPORT

DIRECTION	FUTURE LAND USE	ZONING	PRESENT USE
North	Mixed Use	MU-KPI-N (Mixed-Use Kelly Park Neighborhood)	Park View Preserve, Phase 1
South	Mixed Use, Conservation	AG (Agriculture)	Residential, City owned pond
East	Agriculture	AG (Agriculture)	Vacant
West	Mixed Use	MU-KPI-N (Mixed-Use Kelly Park Neighborhood)	Park View Preserve, Phase 1

PROJECT SUMMARY:

The applicant has submitted the Park View Preserve, Phase 2 – Plat for consideration of 78 single-family residential lots. The Plat is consistent with the Master Plan/Major Development Plan approved by City Council on July 1, 2020, and the Construction Site Plan approved by the Development Review Committee on December 16, 2020.

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:

Access to the development is via Isle Royale Place.

PUBLIC HEARING SCHEDULE:

May 14, 2024 - Planning Commission (5:30 P.M.)
May 15, 2024 - City Council (7:00 P.M.)

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

DEVELOPMENT REVIEW COMMITTEE (DRC):

Recommends approval of the Park View Preserve, Phase 2 - plat.

PLANNING COMMISSION:

At the May 14, 2024 meeting, the Planning Commission considered the Park View Preserve, Phase 2 - plat.

CITY COUNCIL:

Approve the Park View Preserve, Phase 2 - plat.

ATTACHMENTS:

1. Park View Preserve Phase 2 plat
2. Map series

PARK VIEW PRESERVE PHASE 2

A REPLAT OF TRACT FD-1, PARK VIEW PRESERVE PHASE 1
RECORDED IN PLAT BOOK 109, PAGES 109 THROUGH 115
SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SURVEYOR'S NOTES:

- (1) BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM 1983 EAST ZONE. THE MONUMENTED CENTERLINE OF KINGS CANYON DRIVE, AS RECORDED IN PLAT BOOK 109, PAGES 109 THROUGH 115, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING SOUTH 00°17'49" EAST.
- (2) —■— DENOTES A PERMANENT REFERENCE MONUMENT (P.R.M.) A SET 4" X 4" CONCRETE MONUMENT STAMPED PRM. L.S. # 4044, UNLESS OTHERWISE NOTED.
- (3) —●— DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED PCP L.S. # 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 THE DAMAGES.
- (5) ALL LOT LINES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (N.R.).
- (6) TRACTS A AND B (OPEN SPACE) CONSTITUTES COMMON PROPERTY AS DEFINED IN THE COMMUNITY DECLARATION RECORDED SEPTEMBER 14, 2022 IN OFFICIAL RECORDS INSTRUMENT NO. 20220563423 AND 20220563424, AND RE-RECORDED SEPTEMBER 14, 2023 IN OFFICIAL RECORDS INSTRUMENT NO. 2022063904, AND ARE OWNED AND MAINTAINED BY THE PARK VIEW PRESERVE HOMEOWNER'S ASSOCIATION, INC. (*ASSOCIATION*).
- (7) TRACT RD-1 (RIGHT-OF-WAY) IDENTIFIED AS KINGS CANYON DRIVE, VOYAGEURS COURT, AND ISLE ROYALE PLACE, SHALL BE OWNED AND MAINTAINED BY THE CITY OF APOPKA.

LEGAL DESCRIPTION

TRACT FD-1, PARK VIEW PRESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGES 109 THROUGH 115, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF APOPKA, ORANGE COUNTY, FLORIDA AND CONTAINS 18.637 ACRES MORE OR LESS.

INDEX KEY

SHEET 1COVER SHEET
SHEET 2.....DETAIL SHEET NORTH SIDE
SHEET 3.....DETAIL SHEET SOUTH SIDE

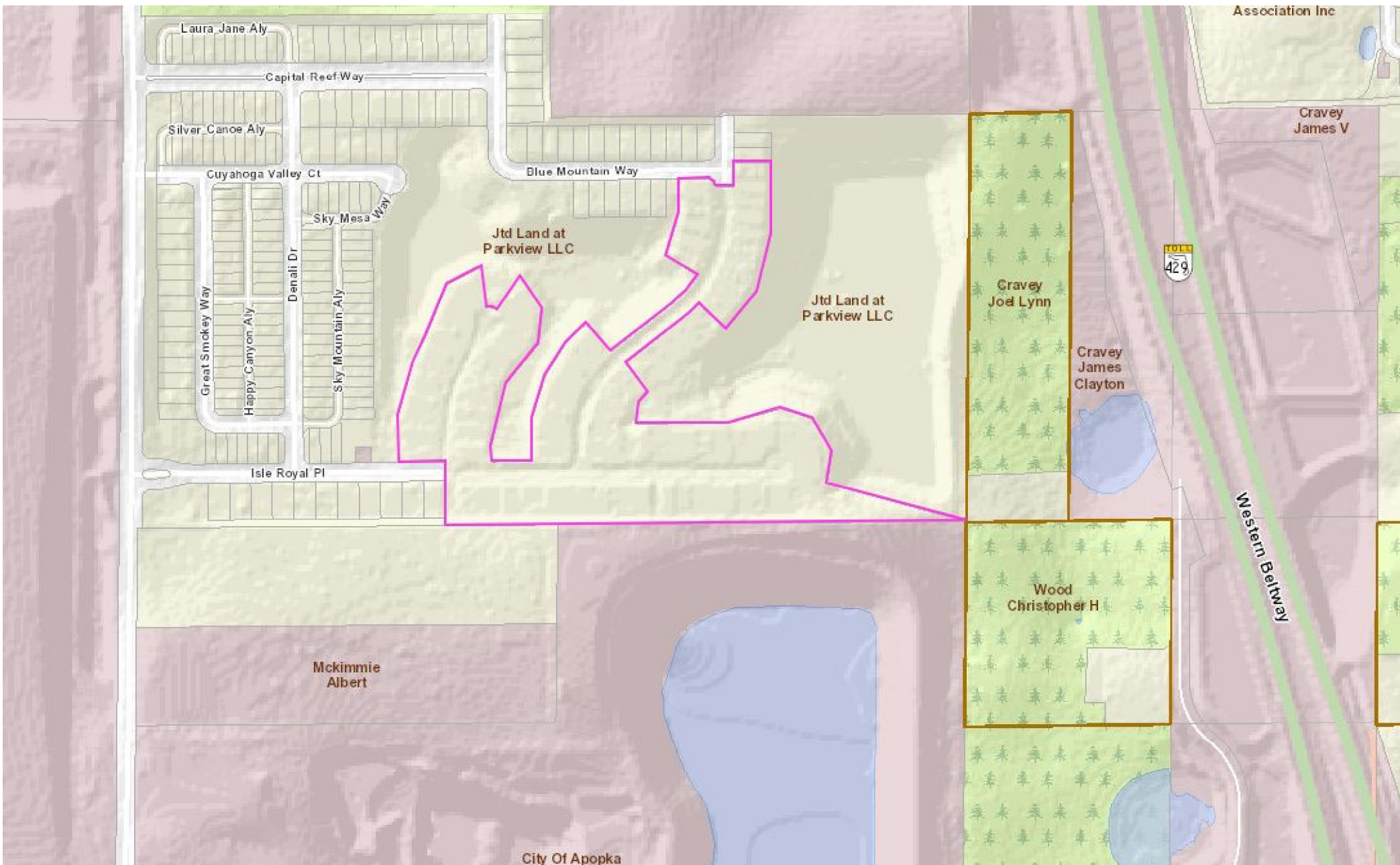
LEGEND

- P.O.C. — POINT OF COMMENCEMENT
P.O.B. — POINT OF BEGINNING
O.R.B. — OFFICIAL RECORDS BOOK
PG.(S) — PAGE(S)
ID. — IDENTIFICATION
C.C.R. — CERTIFIED CORNER RECORD
R/W — RIGHT-OF-WAY
L.S. — LICENSED SURVEYOR
L.B. — LICENSED BUSINESS
P.R.M. — PERMANENT REFERENCE MONUMENT
C.M. — CONCRETE MONUMENT
U.E. — UTILITY EASEMENT
P.C. — POINT OF CURVATURE
P.T. — POINT OF TANGENCY
P.B. — PLAT BOOK
(N.R.) — NON-RADIAL
P.I. — POINT OF INTERSECTION

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.



VICINITY MAP
NOT TO SCALE

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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

SHEET 1 OF 3

PLAT BOOK	PAGE
PARK VIEW PRESERVE PHASE 2	
DEDICATION	
KNOW ALL MEN BY THESE PRESENTS, that JTD Land at Parkview, LLC, a Florida limited liability company, being the owner in fee simple of all the lands described in the foregoing caption to this plat, hereby dedicates and conveys said land and plat for the uses and purposes therein expressed and dedicates an access easement over Tract RD-1 a/k/a Kings Canyon Drive, Voyageurs Court, and Isle Royale Place, utility easements and drainage easements shown herein to the perpetual use of the public.	
Tract RD-1, a/k/a Kings Canyon Drive, Voyageurs Court, and Isle Royale Place, are hereby dedicated in fee simple to the City of Apopka without any restriction whatsoever. City ownership of the tracts and rights-of-way and any improvements thereon vests upon approval of this Plat by the City Council of the City of Apopka.	
Recording of this Plat shall act as conveyance to the City of Apopka and no further instrument shall be necessary to vest fee simple title in the County as aforementioned.	
IN WITNESS WHEREOF, JTD LAND AT PARKVIEW, 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:	
JTD LAND AT PARKVIEW, LLC a Florida limited liability company	
By: _____ Craig Harris 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 _____ as Manager of JTD LAND AT PARKVIEW, LLC, a Florida limited liability company, such person [] is personally known to me or [] has produced _____ as identification.	
Signature of person taking acknowledgement _____	
Print Name: _____	
Notary Public — State of Florida	
Commission No.: _____	
My Commission Expires: _____	
CERTIFICATE OF SURVEYOR AND MAPPER	
KNOWN 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 and Chapter 95.361, Florida Statutes.	
Date _____	Surveyor's Signature _____
L.S. 4044	Surveyor's Registration Number _____
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 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 on this plat.	
Signed: _____	Date _____
Printed name: _____	Registration Number _____
CERTIFICATE OF APPROVAL BY APOPKA PLANNING COMMISSION	
THIS IS TO CERTIFY, that on _____, 2024 the undersigned approved the foregoing plat.	
BY: _____ Chairman	
CERTIFICATE OF APPROVAL BY MUNICIPALITY	
THIS IS TO CERTIFY, that on _____, 2024 the City Council of the City of Apopka approved the foregoing plat.	
BY: _____ Bryan Nelson, Mayor of the City of Apopka	
Attest: _____ Susan M. Bone, City Clerk	
CERTIFICATE OF APPROVAL BY CITY ENGINEER	
THIS IS TO CERTIFY, that on _____, 2024 the undersigned approved the foregoing plat.	
BY: _____ Richard W. Earp, City Engineer	
CERTIFICATE OF COUNTY COMPTROLLER	
I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Official Records on _____	
Comptroller in and for Orange County, Florida Document No. _____	
BY: _____	

C:\23-101 JTD Parkview Phase 2\23-101 PARKVIEW PH 2 PLAT.dwg Feb 28, 2024 - 1:56pm

PARK VIEW PRESERVE PHASE 2

A REPLAT OF TRACT FD-1, PARK VIEW PRESERVE PHASE 1
RECORDED IN PLAT BOOK 109, PAGES 109 THROUGH 115
SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA

SHEET 2 OF 3

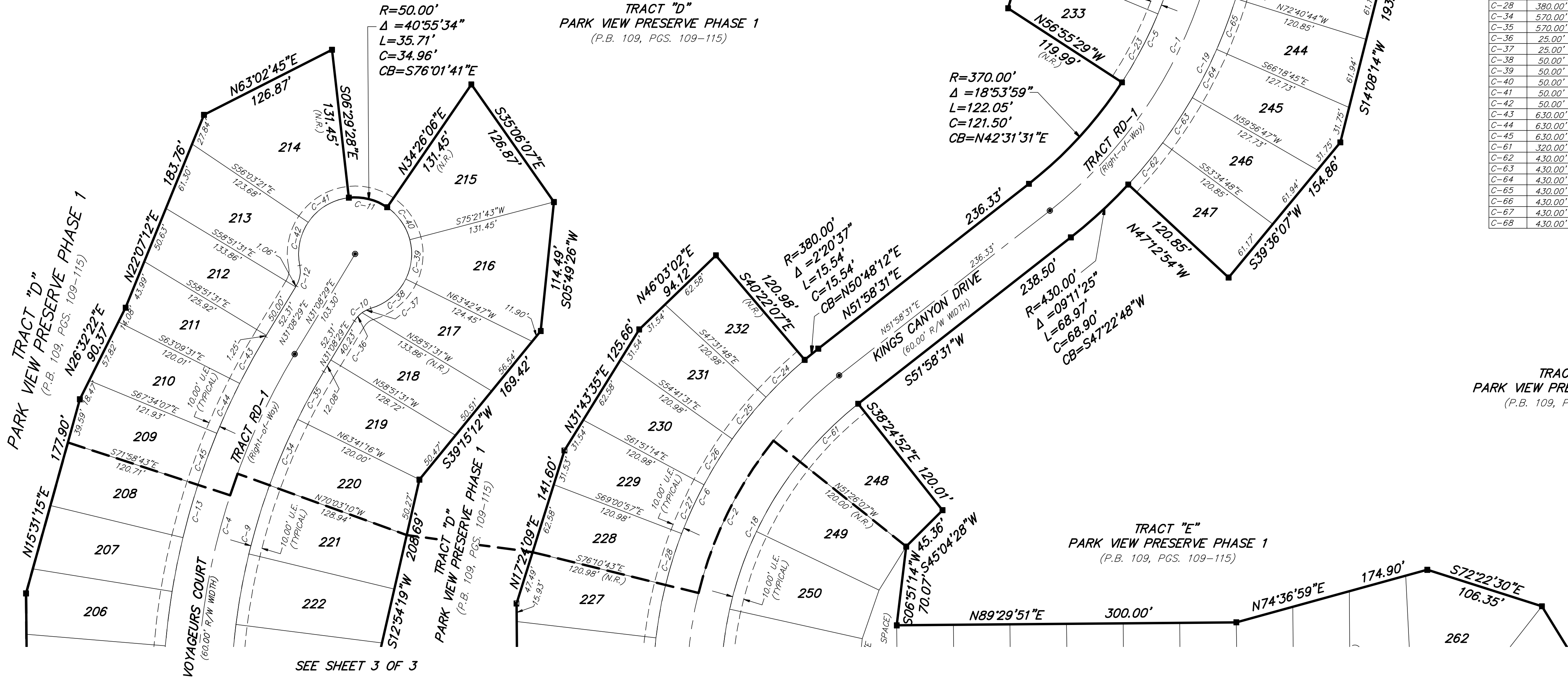
PLAT
BOOK

PAGE



SCALE 1"=60'
60 0 60 120

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C-1	400.00'	52°16'20"	364.93'	352.40'
C-2	350.00'	52°28'40"	320.57'	309.48'
C-4	600.00'	31°38'38"	331.37'	327.18'
C-5	370.00'	52°16'20"	337.56'	325.97'
C-6	380.00'	52°28'40"	348.05'	336.01'
C-9	570.00'	31°38'38"	314.81'	310.82'
C-10	25.00'	42°50'00"	18.69'	18.26'
C-11	50.00'	265°40'01"	231.84'	73.33'
C-12	25.00'	42°50'00"	18.69'	18.26'
C-13	630.00'	31°38'38"	347.94'	343.54'
C-18	320.00'	52°05'24"	290.93'	281.01'
C-19	430.00'	52°16'20"	392.30'	378.83'
C-20	370.00'	01°32'28"	9.95'	9.95'
C-21	370.00'	10°36'42"	68.53'	68.43'
C-22	370.00'	10°36'42"	68.53'	68.43'
C-23	370.00'	10°36'36"	68.51'	68.42'
C-24	380.00'	07°09'44"	47.50'	47.47'
C-25	380.00'	07°09'43"	47.50'	47.47'
C-26	380.00'	07°08'43"	47.50'	47.47'
C-27	380.00'	07°09'43"	47.50'	47.47'
C-28	380.00'	07°09'43"	47.50'	47.47'
C-34	570.00'	06°21'55"	63.32'	63.29'
C-35	570.00'	04°49'45"	48.04'	48.03'
C-36	25.00'	23°00'57"	10.04'	9.98'
C-37	25.00'	19°49'04"	8.65'	8.60'
C-38	50.00'	47°41'17"	41.62'	40.42'
C-39	50.00'	40°55'50"	35.71'	34.96'
C-40	50.00'	40°55'20"	35.71'	34.96'
C-41	50.00'	49°34'04"	43.26'	41.92'
C-42	50.00'	45°38'11"	39.83'	38.78'
C-43	630.00'	04°18'01"	47.28'	47.27'
C-44	630.00'	04°24'36"	48.49'	48.48'
C-45	630.00'	04°24'36"	48.49'	48.48'
C-61	320.00'	13°01'20"	72.73'	72.57'
C-62	430.00'	06°22'00"	47.78'	47.76'
C-63	430.00'	06°21'59"	47.78'	47.75'
C-64	430.00'	06°21'59"	47.78'	47.75'
C-65	430.00'	06°21'59"	47.78'	47.75'
C-66	430.00'	06°21'59"	47.78'	47.75'
C-67	430.00'	06°21'53"	47.77'	47.74'
C-68	430.00'	04°53'14"	36.68'	36.67'



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SHEET 3DETAIL SHEET SOUTH SIDE

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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

PARK VIEW PRESERVE PHASE 2

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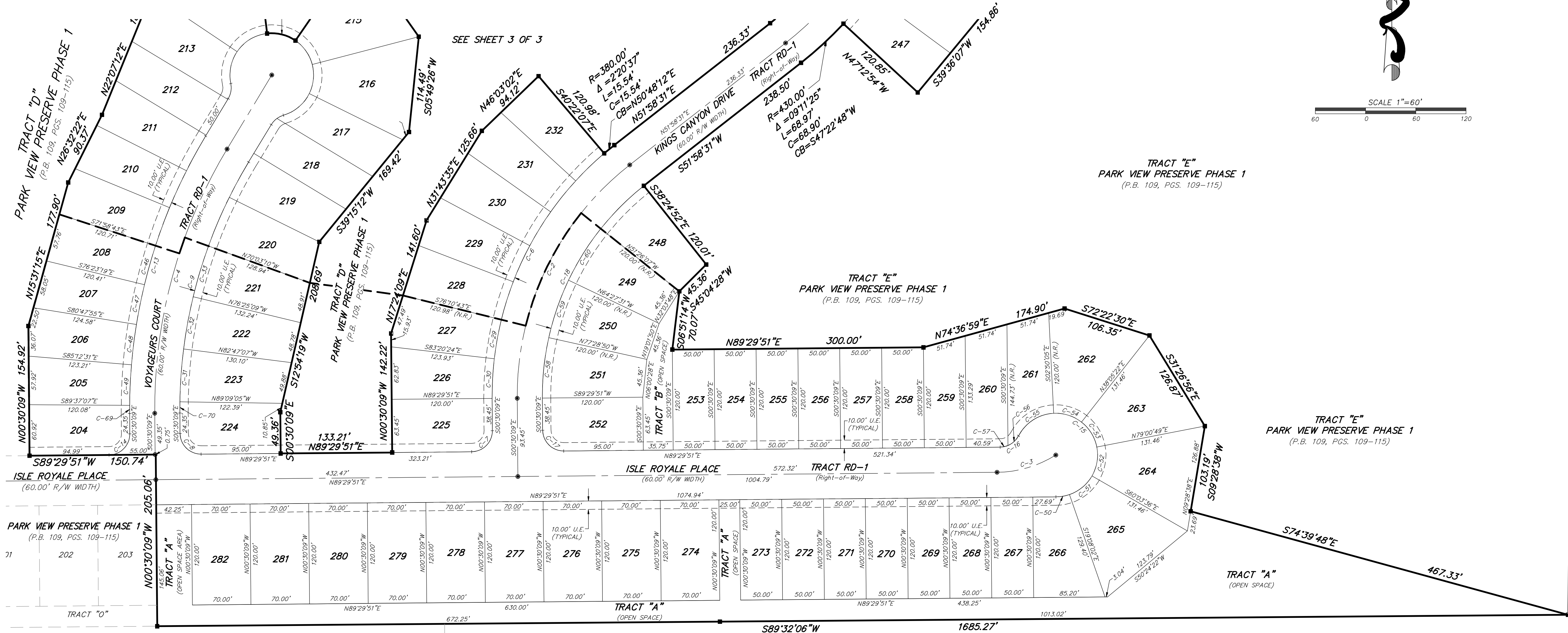
SHEET 3 OF 3

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PAGE



SCALE 1"=60'
60 0 60 120



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CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C-2	350.00'	52°28'40"	320.57'
C-3	133.72'	31°44'26"	74.08'
C-4	600.00'	31°38'38"	331.37'
C-6	380.00'	52°28'40"	348.05'
C-7	25.00'	90°00'00"	39.27'
C-8	25.00'	90°00'00"	39.27'
C-9	570.00'	31°38'38"	314.81'
C-13	630.00'	31°38'38"	347.94'
C-14	25.00'	90°00'00"	39.27'
C-15	50.00'	242°24'49"	211.55'
C-16	25.00'	62°10'53"	27.13'
C-17	25.00'	90°00'00"	39.27'
C-18	320.00'	52°05'24"	290.93'
C-29	380.00'	07°09'44"	47.50'
C-30	380.00'	07°09'45"	47.50'
C-31	570.00'	06°21'58"	63.33'
C-32	570.00'	06°21'58"	63.33'
C-33	570.00'	06°21'58"	63.33'
C-46	630.00'	04°24'36"	48.49'
C-47	630.00'	04°24'36"	48.49'
C-48	630.00'	04°24'36"	48.49'
C-49	630.00'	04°24'36"	48.49'
C-50	50.00'	18°51'49"	16.46'
C-51	50.00'	40°55'34"	35.71'
C-52	50.00'	40°55'35"	35.72'
C-53	50.00'	40°55'27"	35.71'
C-54	50.00'	40°55'28"	35.71'
C-55	50.00'	59°50'57"	52.23'
C-56	25.00'	40°03'38"	17.48'
C-57	25.00'	22°07'16"	9.65'
C-58	320.00'	13°01'22"	72.73'
C-59	320.00'	13°01'19"	72.73'
C-60	320.00'	13°01'23"	72.73'
C-69	630.00'	00°53'02"	9.72'
C-70	570.00'	01°21'04"	13.44'
CHORD			
CH. BEARING			
C-2	320.48'	S25°44'11"W	
C-3	73.14'	N73°37'38"E	
C-4	327.18'	N15°19'10"E	
C-6	348.05'	S25°44'11"W	
C-7	35.36'	S44°29'51"W	
C-8	35.36'	N45°30'09"W	
C-9	310.82'	N15°19'10"E	
C-13	347.94'	S15°19'10"W	
C-14	35.36'	S44°29'51"W	
C-15	85.53'	N31°28'38"W	
C-16	25.82'	S58°24'24"W	
C-17	35.36'	N45°30'09"W	
C-18	281.01'	N25°32'33"E	
C-29	47.47'	S10°14'28"W	
C-30	47.47'	S03°04'44"W	
C-31	63.30'	N04°01'54"E	
C-32	63.30'	N10°23'52"E	
C-33	63.30'	N16°45'50"E	
C-46	48.48'	S15°48'59"W	
C-47	48.48'	S17°24'23"W	
C-48	48.48'	S06°59'47"W	
C-49	48.48'	S02°35'11"W	
C-50	16.39'	N80°17'52"E	
C-51	34.96'	N50°24'11"E	
C-52	34.96'	N09°28'37"E	
C-53	34.96'	N31°26'54"W	
C-54	34.96'	N72°22'21"W	
C-55	48.89'	S57°14'26"W	
C-56	17.48'	S47°20'46"W	
C-57	9.59'	S78°26'13"W	
C-58	72.58'	N06°00'32"E	
C-59	72.57'	N19°01'53"E	
C-60	72.58'	N32°03'14"E	
C-69	9.72'	S00°03'38"E	
C-70	13.44'	N00°10'23"E	



N

414

State Road 429

State Road 429

414

Philis Ln

Golden Gem Rd

Golden Gem Rd

Golden Gem Rd

Golden Gem Rd



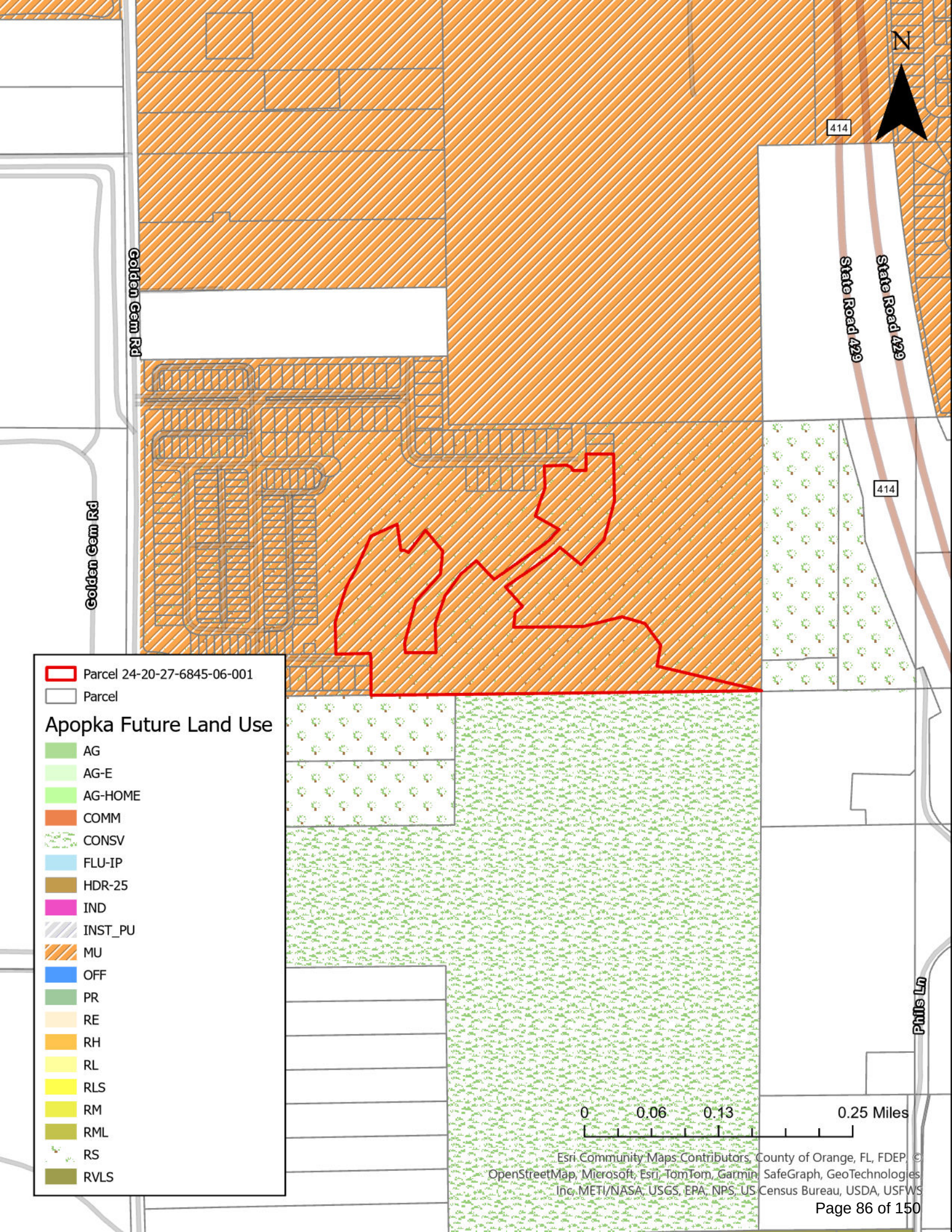
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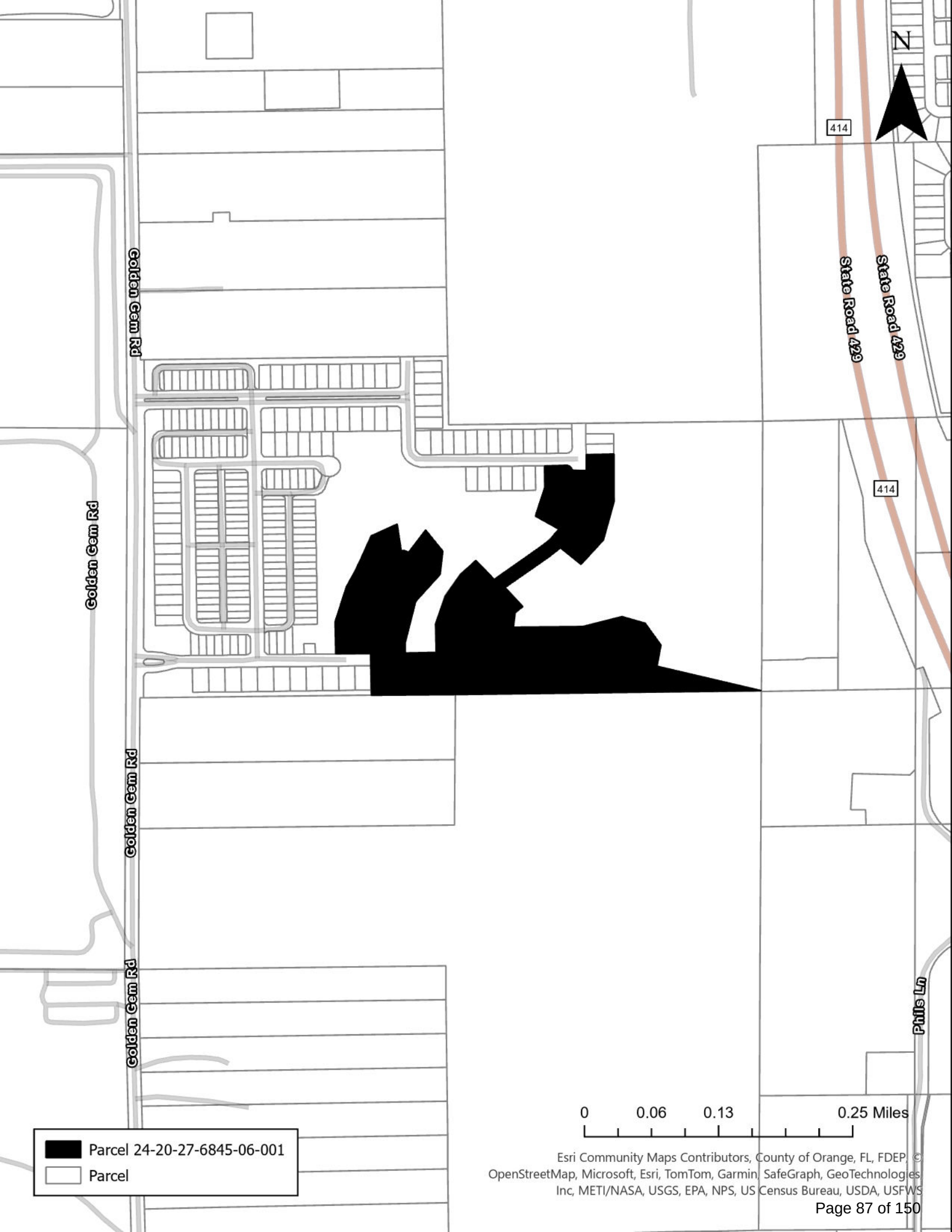


Parcel

0 0.06 0.13 0.25 Miles

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414

State Road 429

State Road 429

414

Golden Gem Rd

Golden Gem Rd

Golden Gem Rd

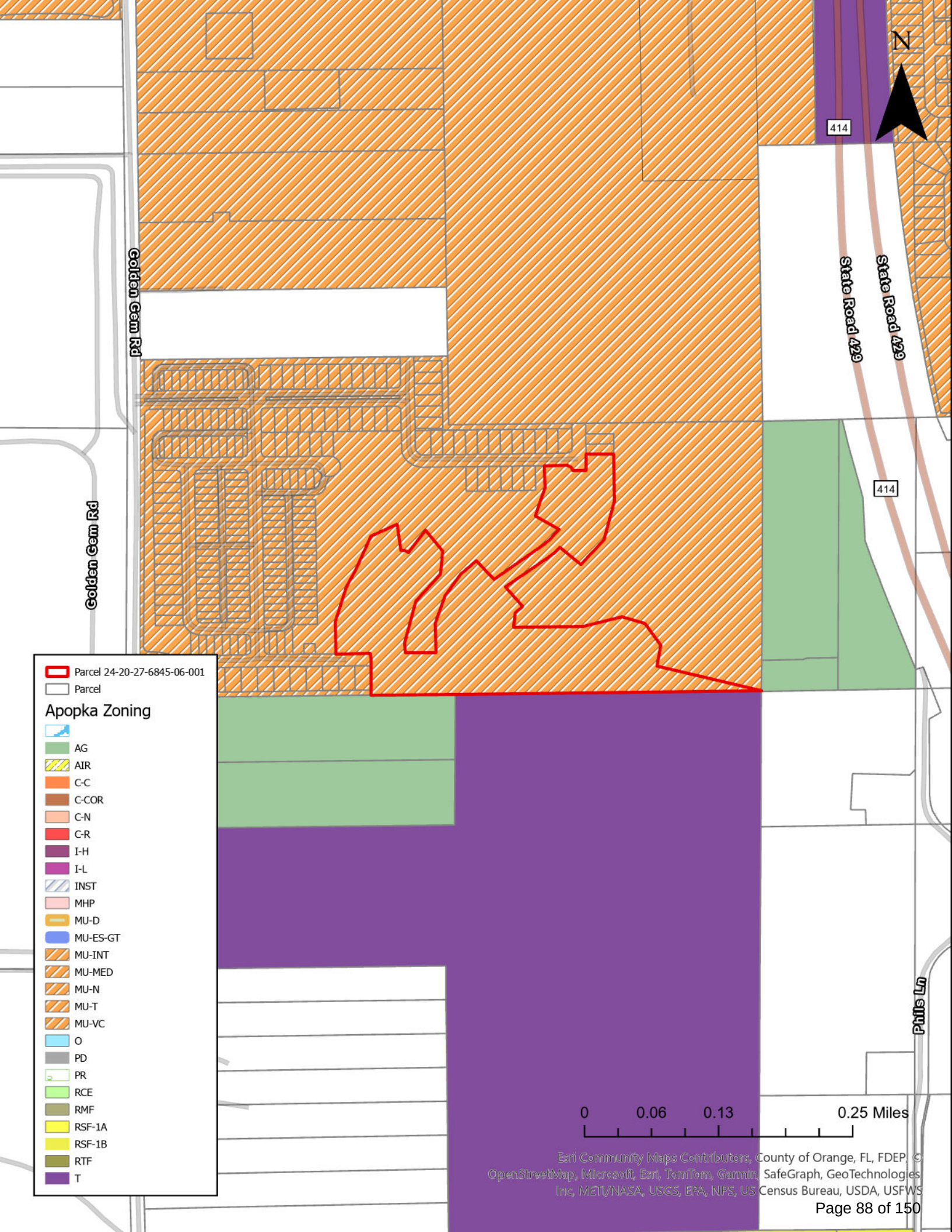
Golden Gem Rd

Phil's Ln

-  Parcel 24-20-27-6845-06-001
-  Parcel

0 0.06 0.13 0.25 Miles

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Parcel 24-20-27-6845-06-001

Parcel

Apopka Zoning

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

0 0.06 0.13 0.25 Miles

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



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 3.

Meeting Date: May 15, 2024

Department: Public Services

SUBJECT:

Transportation Improvements Development Agreement for Shoppes at East Shore

REQUEST:

Transportation Improvements Development Agreement for Shoppes at East Shore

SUMMARY:

The City and the Developer of Shoppes at East Shore agree that certain roadway improvements are needed to accommodate the growth along Ocoee Apopka Road near Keene Road, including the Shoppes at East Shore. The Developer has agreed to design, permit, and construct a new signal at the intersection of Ocoee Apopka Road and Keene Road. The signal will be designed to accommodate the future four-lane Ocoee Apopka Road and will include turn lanes on Ocoee Apopka Road and Keene Road. Additionally, the Developer is donating 30 feet of right-of-way along Ocoee Apopka Road for the future widening. In return, the Developer will be reimbursed for 67% of the cost incurred for the signal design, permitting, and construction. The signal must be operational before the future grocery store on the approved MDP is given a Certificate of Occupancy.

The most pressing need is the signal on the intersection of Keene Road and Ocoee Apopka Road.

Phase 1 of the Shoppes at East Shore, which is comprised of 62,787 square feet of commercial development and 4,200 square feet of medical office, will generate \$762,386.00 in transportation impact fees. The cost to design, permit, and construct the signal is estimated to be \$1,000,000.00.

FUNDING SOURCE:

Transportation Impact Fees

RECOMMENDED MOTION:

Approve the Transportation Improvements Development Agreement with Shoppes at East Shore to design, permit and construct a signal at the intersection of Ocoee Apopka Road and Keene Road.

ATTACHMENTS:

1. Transportation Improvements Development Agreement-Shoppes at East Shore

THIS DOCUMENT PREPARED BY
AND RETURN TO:

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

TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT

THIS TRANSPORTATION IMPROVEMENTS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this _____ day of _____, 2024 (“**Effective Date**”) by and between the **City of Apopka**, a Florida municipal corporation organized and existing pursuant to the laws of the State of Florida with an address of 120 East Main Street, Apopka, Florida 32703 (“**City**”) and **Shoppes At East Shore, LLC**, a Florida limited liability company, whose address is P.O. Box 768 Effingham, IL 62401 (“**Owner**”).

WITNESSETH:

WHEREAS, Owner is the fee simple owner of that certain real property consisting approximately of 27.96 acres and generally located east of Ocoee-Apopka Road and north of W. Keene Road, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein (“**Property**”);

WHEREAS, Owner is developing the Property as a mixed-use project consisting senior age restricted multifamily and commercial retail uses known as the Shoppes at East Shore Planned Development (“**Project**”);

WHEREAS, on March 1, 2023, the City Council of City approved the Major Development Plan for the first Phase of the Project, which development program consists of 62,787 sq. ft. of retail commercial and 4,200 sq. ft. of medical office uses (“**MDP**”);

WHEREAS, in conjunction with the development of the Project, Owner will convey to the City a certain right-of-way consisting of a 30-foot wide strip of the Property (“**Right-of-Way**”) that extends thirty feet (30’) east from the existing right-of-way line of Ocoee-Apopka Road;

WHEREAS, in conjunction with the development of the Project, Owner will convey to the City a temporary construction easement adjacent to the Right-of-Way that extends ten feet (10’) east from the eastern boundary of the Right-of-Way (“**Temporary Construction Easement**”);

WHEREAS, based upon the significant public benefit to the City, the City has requested and the Owner agrees to design, permit and construct certain public transportation improvements at the intersection of Ocoee-Apopka Road and West Keene Road consisting of: (i) a mast arm traffic control signal device consisting of multiple signal heads consistent with the minimum specifications for traffic control signals and devices implemented by the Florida Department of

Transportation (FDOT) pursuant to Section 316.0745, *Florida Statutes*; (ii) dedicated left turn lane on southbound Ocoee Apopka Road at its intersection with West Keene Road; and (iii) dedicated left and right turn lanes on westbound West Keene Road at its intersection with Ocoee Apopka Road ("**Signalization and Intersection Improvements**") in return for reimbursement for a portion of the costs incurred by Owner to design, permit and construct the Signalization and Intersection Improvements;

WHEREAS, City and Owner acknowledge that the right-of-way in which the Signalization and Intersection Improvements are proposed to be constructed is under the regulatory authority of Orange County ("**Regulatory Authority**") and, therefore, Owner must obtain certain permits and other approvals from Regulatory Authority in order to complete the Signalization and Intersection Improvements;

WHEREAS, City and Owner acknowledge that if the Regulatory Authority determines that the Signalization and Intersection Improvements are not warranted or otherwise fails to issue the necessary permits and other approvals, then the Owner will not have the ability to construct the Signalization and Intersection Improvements;

WHEREAS, Owner and City wish to delineate and confirm the responsibilities of the parties with respect to the dedication, funding and construction of the above-described transportation improvements.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and City agree as follows:

1. Recitals. The Recitals set forth in the preamble to this Agreement are true and correct and are incorporated herein by this reference as if fully set out below.

2. Conveyance of Right-of-Way and Temporary Construction Easement. Owner agrees to convey and the City agrees to accept the Right-of-Way and Temporary Construction Easement on or before the City's issuance of the first Certificate of Occupancy for the Project. Owner shall prepare and execute the documents necessary to convey to the City the Right-of-Way by special warranty deed, free and clear of all liens and encumbrances except for those matters of record acceptable to the City. The Temporary Construction Easement shall provide that: (i) the City will minimize disruption and maintain access to the Project at all times during construction; (ii) the City will restore the area encumbered by the Temporary Construction Easement to a condition substantially similar to that condition existing before being disturbed by the City as part of any construction activities; and (iii) the Temporary Construction Easement will expire upon completion of construction of the road widening project or seven (7) years from date of recording, which occurs first. Owner shall not be entitled to transportation impact fee credits or any other compensation of any kind for the conveyance of the Right-of-Way and Temporary Construction Easement.

3. Signalization and Intersection Improvements. Owner shall complete the Signalization and Intersection Improvements on or before the City's issuance of the Certificate of Occupancy for the grocery store that is included in the MDP of the Project (described as Building

4, “Grocer” on the Overall Site Plan within the MDP) unless the Regulatory Authority concludes the Signalization and Intersection Improvements are not warranted by the Project. If the Regulatory Authority concludes in writing that the Signalization and Intersection Improvements are not warranted by the Project, then Owner shall automatically be relieved of such obligation upon providing a copy of such decision to the City. If the Regulatory Authority concludes that the Signalization and Intersection Improvements are warranted, Owner shall take all reasonable and legal steps required by the Regulatory Authority to obtain the permits and other approvals necessary for the Signalization and Intersection Improvements. Should the Regulatory Authority fail to issue said necessary permits and other approvals despite Owner’s compliance with this Agreement, the City Administrator or designee shall authorize the issuance of a Certificate of Occupancy for the grocery store, provided that Owner will still be obligated to perform the Signalization and Intersection Improvements described herein. The City agrees to cooperate with Owner in connection with obtaining the necessary permits and other authorizations from the Regulatory Authority to complete the Signalization and Intersection Improvements. Construction of the Signalization and Intersection Improvements shall be deemed completed upon the Regulatory Authority’s issuance of a certificate of completion for such work.

4. Reimbursement to Owner. City and Owner agree that City shall reimburse Owner sixty-seven percent (67%) of the actual out-of-pocket costs and expenses incurred by Owner in performing the Signalization and Intersection Improvements, specifically, direct costs of survey, design, permitting, construction, construction engineering, and final testing and certification costs (“**Signalization Costs**”).

- (a) To be eligible for reimbursement under this section, Owner shall submit proposed expenditures for the Signalization and Intersection Improvements to City for prior approval (“**Prior Approval Request**”) by the City Administrator or his/her designee (“**City Designee**”). Such costs may include any and all Signalization Costs as listed above. Such proposed expenditures shall include sufficient documentation establishing that each proposed cost is reasonably necessary for the completion of the Signalization and Intersection Improvements. City shall approve, approve in part, or deny such request in writing within thirty (30) days of its receipt of a Prior Approval Request.
- (b) Should the Owner determine that the amount of Prior Approval Request is insufficient to complete the Signalization and Intersection Improvements, the Owner shall submit written notice of such increase in estimated costs to the City Designee (“**Prior Approval Request Adjustment**”). The Prior Approval Request Adjustment shall be supported by specific information justifying the increased cost is reasonably necessary for the completion of the Signalization and Intersection Improvements. City shall approve, approve in part, or deny such request in writing within thirty (30) days of its receipt of a Prior Approval Request Adjustment.
- (c) If City shall approve in part or deny the Prior Approval Request and/or Prior Approval Request Adjustment(s), if any, then Owner and City shall reasonably cooperate and act in good faith to adjust the scope of the

proposed expenditures in order to obtain City's full approval of such request.

- (d) The City may utilize transportation impact fees paid by Owner to reimburse the Owner under this Section.
- (e) Upon completion of the Signalization and Intersection Improvements, Owner shall provide to the City itemized invoices of the Signalization Costs incurred by Owner, along with proof of Owner's payment of said costs and certification from Owner's engineer(s) that the work was completed. City may request additional supporting documentation as necessary. Within forty-five (45) days after the City's review and confirmation that the cost information submitted by Owner is consistent with the Prior Approval Request and Prior Approval Requests Adjustment(s) if any, the City shall pay Owner, by check or wire transfer, sixty-seven percent (67%) of the Signalization Costs as provided above.

5. Transportation Concurrency. Through continued compliance with the terms and conditions of this Agreement, and performance and completion of the scope of work set forth herein, the Owner, its successors and assigns, shall be deemed to have satisfied transportation concurrency and all operation improvements required for the build-out of the Project as approved in the MDP for so long as a transportation concurrency concept is applied by the City. Notwithstanding the foregoing, if Owner subsequently amends the Project as depicted in the MDP, or seeks approvals of developments not approved by the current MDP, Owner acknowledges that such amendment to the Project or additional approvals may then be subject to an additional concurrency evaluation.

6. Financial Accounting. All financial records of Owner pertaining to the Signalization and Intersection Improvements shall be maintained according to generally accepted accounting principles. A separate project shall be created in the accounting records to account for the Signalization and Intersection Improvements costs. The financial records shall enable ready identification of all Signalization and Intersection Improvements costs.

7. Subcontracts. Owner shall be responsible for all work performed and all expenses incurred in connection with the Signalization and Intersection Improvements, including the Signalization and Intersection Improvements. It is understood by the Owner that the City will not be liable to the subcontractor(s) for any expenses or liabilities incurred under any subcontract and that the Owner shall be solely liable to its subcontractor(s).

8. Independent Contractors. Owner, its agents, contractor, subcontractors, or engineers shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees, or representatives of the City, or their employees or representatives. Nothing herein operates to impose any obligation, responsibility, or liability upon the City with respect to the Signalization and Intersection Improvements.

9. Indemnification. Owner shall indemnify, release, and hold harmless the City, its agents, employees, and elected and appointed officials, from and against all liability, claims,

damages, losses, and expenses (including all costs and attorneys' fees), arising out of or relating from this Agreement, and the design, permitting, or construction of the Signalization and Intersection Improvements. This provision shall survive the termination of this Agreement but only to the extent of covering acts or omissions occurring prior to the date of dedication of the Signalization and Intersection Improvements. Nothing in this Agreement operates to waive the City's sovereign immunity or the limits of liability established under § 768.28, *Florida Statutes*.

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

11. Legal Validity. No statements, representations, warranties, either written or oral from whatsoever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties with the same formalities as this Agreement is executed.

12. Terms. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs, and beneficiaries, as applicable.

13. No Waiver. This Agreement does not, in any way, constitute a waiver of City's rights to approve or regulate development of the Property in accordance with the Code of Ordinances of the City of Apopka and any other applicable laws or regulations.

14. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

15. Legal Counsel. All the parties to this Agreement acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement and all parties represent and warrant that they have sought such independent legal advice or counsel or have knowingly or voluntarily waived this right.

16. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party. Further, this Agreement was drafted jointly by all parties and no party is entitled to the benefit of any rule of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party that drafted this Agreement.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous

discussions, understandings, and agreements; provided, however, that it does not superseded the Code of Ordinances of the City of Apopka.

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

19. Release. At such time as the terms, obligations, and conditions of this Agreement have been met, the parties hereto agree to execute a document in recordable form, stating that said terms, obligations, and conditions have been satisfied.

20. Severability. If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect so long as the purpose and the intent of the Agreement may be achieved.

21. Governing Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement or any breach hereof shall in be Orange County, Florida.

22. Due Diligence. All parties to this Agreement covenant that they shall immediately commence all reasonable action necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

23. Binding Effect. This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. Each Party acknowledges and agrees that the other shall have the right to assign its rights and obligations under this Agreement to any of its successors or assigns.

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

24. No Liability or Monetary Remedy. Owner hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on City, and that City bears no liability for direct, indirect, or consequential damages. The only remedies available to Owner for any breach by City are actions for declaratory judgment and/or mandamus to require City's specific performance under the terms and conditions of this Agreement.

25. Default. Failure by any Party to perform any of its obligations hereunder shall constitute a default, entitling any non-defaulting Party to pursue, subject to the limitations provided by Section 24, such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief. Prior to any Party filing an action as a result of a default under this Agreement, a non-defaulting Party shall first provide the defaulting Party with written notice (to all parties listed in Section 26 below) of said default. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default, except where otherwise provided herein.

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

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

Owner: Shoppes At East Shore, LLC
P.O. Box 768
Effingham, IL 62401

With a copy to: WMG Development, LLC
1200 Network Centre Dr.
Suite 2
Effingham, IL 62401

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Attn: Jonathan P. Huels, Esq.
215 N. Eola Drive
Orlando, FL 32801
Telephone: (407) 843-4600

27. Attorneys' Fees. In the event of default, the prevailing Party shall have the right to recover all reasonable attorneys' fees and court costs incurred as a result thereof, in addition to all other remedies provided herein

28. No Third-Party Beneficiaries. The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

29. Effective Date and Term. The “Effective Date” of this Agreement is the date upon its execution by all parties. This Agreement shall be effective for twenty (20) years following execution, unless earlier released pursuant to Section 19.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Owner has caused this instrument to be executed in their respective names and the City, acting by and through its Mayor and City Council, has caused this instrument to be executed in its name by the Mayor, its seal hereunto affixed and attested by the City Clerk, on the day and year first written above.

"OWNER"

Witnesses:

Shoppes At East Shore, LLC, a Florida limited liability company

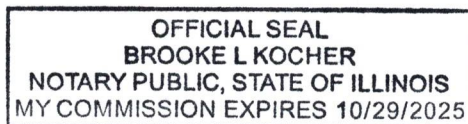
Jamie M. Easton
Printed Name: Jamie M. Easton

By: J. Brumleve
Print Name: Jonathan Brumleve

Jake Bohnhoff
Printed Name: Jake Bohnhoff

STATE OF Illinois
COUNTY OF Effingham

The foregoing instrument was acknowledged before me this 11th day of April, 2024, by Jonathan Brumleve, as Manager of Shoppes At East Shore, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by (check one) ☒ physical appearance or ☐ online notarization, and (check one) ☒ is personally known to me or ☐ has produced _____ as identification.



Brooke Kocher
Print Name: Brooke Kocher
Notary Public Illinois
My Commission Expires: 10/29/2025
Commission Number: 941659

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF APOPKA

By: _____
Bryan Nelson, Mayor

ATTEST:

Susan Bone, City Clerk

Approved as to Form:

_____, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

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

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

Exhibit "A"

Legal Description of Property

PARCEL 1 (Tax Parcel ID. No: 20-21-28-0000-00-025)

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 00°31'40" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 30.03 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST KEENE ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 536, PAGES 680 THROUGH 681 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°07'11" WEST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 1052.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°07'11" WEST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 641.66 FEET TO THE EAST RIGHT OF WAY LINE OF OCOEE-APOPKA ROAD; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 18°51'04" EAST FOR A DISTANCE OF 160.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 602.96 FEET, A CENTRAL ANGLE OF 20°13'00", THE CHORD OF WHICH BEARS NORTH 08°44'34" EAST FOR A DISTANCE OF 211.65 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 212.75 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 01°21'56" WEST FOR A DISTANCE OF 224.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 1115.92 FEET, A CENTRAL ANGLE OF 10°12'21", THE CHORD OF WHICH BEARS NORTH 03°44'15" EAST FOR A DISTANCE OF 198.51 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 198.78 FEET TO A NON-TANGENT POINT AND A POINT BEING 508.3 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 88°52'45" EAST ALONG A LINE BEING 508.3 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20 FOR A DISTANCE OF 556.41 FEET; THENCE DEPARTING SAID LINE RUN SOUTH 00°29'22" WEST FOR A DISTANCE OF 773.55 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (Tax Parcel ID. No: 20-21-28-0000-00-021)

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 00°31'40" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 789.64 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°52'45" WEST FOR A DISTANCE OF 479.17 FEET TO THE POINT

OF BEGINNING; THENCE RUN SOUTH 88°52'45" WEST FOR A DISTANCE OF 1129.70 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF OCOEE-APOPKA ROAD, BEING A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY WITH A RADIUS OF 1115.92 FEET, A CENTRAL ANGLE OF 08°57'24", THE CHORD OF WHICH BEARS NORTH 13°19'07" EAST FOR A DISTANCE OF 174.26 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR AN ARC LENGTH OF 174.44 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 17°47'49" EAST FOR A DISTANCE OF 72.30 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 88°52'45" EAST FOR A DISTANCE OF 1068.94 FEET; THENCE RUN SOUTH 00°21'34" WEST FOR A DISTANCE OF 237.23 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (Tax Parcel ID. No: 20-21-28-0000-00-024)

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 00°31'40" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 30.03 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST KEENE ROAD, ACCORDING TO OFFICIAL RECORDS BOOK 536, PAGES 680 THROUGH 681 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 88°07'11" WEST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 713.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°07'11" WEST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 339.20 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTH 00°29'22" EAST FOR A DISTANCE OF 773.55 FEET; THENCE RUN NORTH 88°52'45" EAST FOR A DISTANCE OF 339.20 FEET; THENCE RUN SOUTH 00°30'03" WEST FOR A DISTANCE OF 769.06 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL 4 (Tax Parcel ID No. 20-21-28-0000-00-028):

FROM THE SOUTH 1/4 COMER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN NORTH 00°00'00" EAST 786.70 FEET ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 20 FOR THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE RUN NORTH 89°26'00" EAST 331.67 FEET, THENCE NORTH 00°03'00" EAST 272.54 FEET, THENCE SOUTH 88°31 '11" WEST 1849.36 FEET TO AN IRON PIN IN THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-437 A, THENCE RUN SOUTH 17°26'07" WEST 31. 70 FEET ALONG THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE, THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE RUN NORTH 88°31 '11" EAST 1046.71 FEET, THENCE SOUTH 00°00'00" WEST 23 7 .23 FEET THENCE NORTH 88°31' 11" EAST 4 79 .15 FEET TO THE POINT OF BEGINNING. ORANGE COUNTY, FLORIDA.



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 4.

Meeting Date: May 15, 2024

Department: Community Development

SUBJECT:

State-Funded Grant Agreement with FDOT for Wekiva Trail Segment 4B of the Apopka Regional Trail

REQUEST:

Authorize the Mayor to sign the agreement.

SUMMARY:

The City of Apopka received a \$2 million legislative appropriation in this year's budget from the State to connect the West Orange Trail from Kelly Park Road to the Neighborhood Lakes West Trailhead, just north of State Road 429. After this segment of the trail is constructed, residents and visitors will be able to access the Wekiva Trail and the Lake Apopka Loop Trail from Downtown Apopka. Once the Wekiva Trail is complete, walkers and cyclists will be able to travel to Florida's east coast via the trail, fully connecting the West Orange Trail from Clermont to Sanford.

The City plans to use \$500,000.00 for the design right now, which will be conducted by Kimley-Horn and Associates, one of the City's general engineering consultants. The remaining \$1.5 million will be programmed for construction by FDOT in the next fiscal year's budget, when the additional \$1.5 - \$2 million needed to complete the construction will also be programmed.

At its completion, the trail will be an Orange County asset as it is technically an extension of the West Orange Trail that they have planned but not yet funded. This legislative appropriation will help advance this important trail connection and further establish the Apopka Regional Trail.

FUNDING SOURCE:

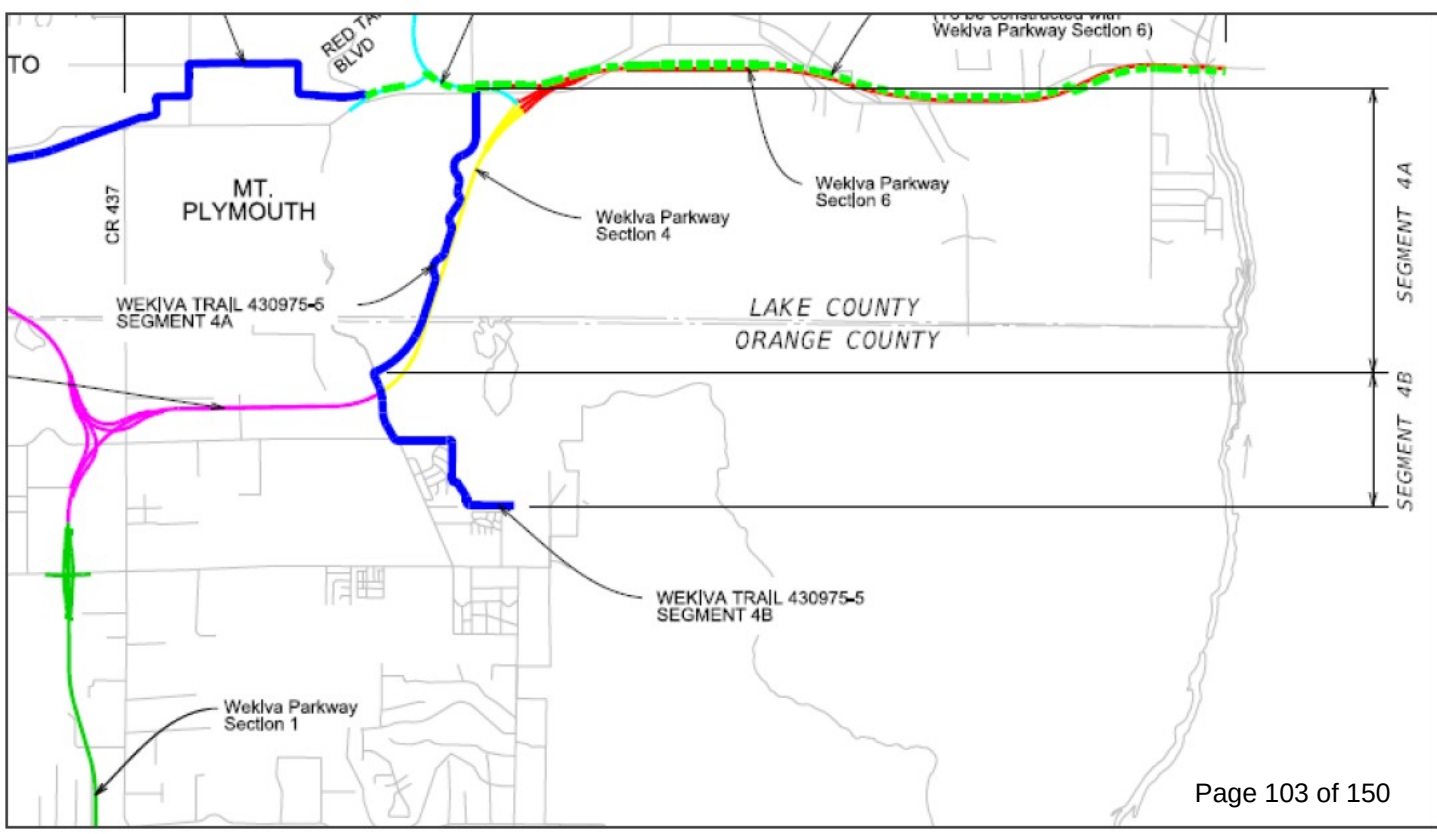
State Legislative Appropriation

RECOMMENDED MOTION:

Authorize the Mayor to sign the agreement.

ATTACHMENTS:

1. Wekiva Trail 4B
2. SFGA - Apopka Trail



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

FPN: <u>453202-1-54-01</u>	Fund: <u>GR24</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: <u>453202-1-54-01</u>	Fund: <u>LF</u> Org Code: <u>N/A</u>	FLAIR Category: <u>N/A</u> FLAIR Obj: <u>N/A</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>75</u>	Contract No: _____	Vendor No: <u>F596000265002</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and the City of Apopka, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Specific Appropriation 2042A of Chapter 2023-239, Laws of Florida , Local Transportation Projects , (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Apopka Regional Trail Connections project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before September 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$3,493,994.00 (Three Million Four Hundred Ninety-Three Thousand Nine Hundred Ninety-Four Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,000,000.00 (Two Million Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other

binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.
- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a.** **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b.** ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A.

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A.

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

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

RECIPIENT CITY OF APOPKA

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453202-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Apopka (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Apopka Regional Trail Connections project is with the City of Apopka (Recipient). This project will include the design and construction of the Wekiva Trail between the limits of Kelly Park to the Neighborhood Lakes West Trailhead, just north of State Road 429, approximately 2.00 miles in length. The project is to continue the Wekiva Trail further south within the Orange County limits.

The design improvements will include an asphalt trail with sections of boardwalk at wetland locations. The existing drainage system will be reviewed to determine an appropriate drainage design to accommodate the proposed trail. The design will also include signing and pavement markings for the trail and asphalt paved sections. The design of this trail shall follow the final Preliminary Design and Engineering (PD&E) concept plans dated 7/29/2015 and Cat-X dated 5/5/2016. The design services shall include survey, subsurface utility exploration, and geotechnical work.

The construction improvements will include an asphalt trail with structurally sound boardwalks through the surveyed wetland areas. Drainage improvements to include roadside swales, berms, cross drains, inlets, and pipes. The proposed construction improvement will also provide new signs, reflective pavement markers, and pavement marking striping. Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment, and sod.

The design and construction of all pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination will be required during construction. Permitting coordination is not anticipated due to the project being exempt according to Chapter 62-330.051, part (10)(a,b,c), FAC. Right-of-way acquisition is not needed for this project. The City of Apopka (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

In accordance with the SFGA terms and conditions the Department reserves the right to perform inspections, reviews, investigations, or audits as deemed necessary by the Department. When construction is substantially complete and no less than 2 weeks prior to the scheduled final completion, the Recipient shall schedule a joint on site review/final walk-thru with FDOT. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 30% Plans Submittal to be completed by July 19, 2024.
- b) 60% Plans Submittal to be completed by October 11, 2024.
- c) 90% Plans Submittal to be completed by December 15, 2024.
- d) Final Plans Submittal to be completed by January 31, 2025.
- e) Construction contract to be let (Bid Opening) by March 28, 2025.
- f) Construction Duration of 365 days.
- g) Construction to be completed (Final Acceptance) by May 26, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Per the approved appropriation application, the Recipient has committed 50% or a maximum of \$1,000,000.00 (One Million Dollars and No/100) - whichever is lesser – Local match for this project. Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Apopka Post Office Box 1229 Apopka, Florida 32704-1229		FINANCIAL PROJECT NUMBER: 453202-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Projects)	\$3,493,994.00	\$1,493,994.00	\$2,000,000.00	☐ In-Kind ☒ Cash
FY: 2023-2024	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$3,493,994.00 %	\$1,493,994.00 %	\$2,000,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$3,493,994.00	\$1,493,994.00	\$2,000,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF APOPKA

PROJECT DESCRIPTION: Apopka Regional Trail Connections

FPID#: 453202-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT H**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, (CSFA 55.039)

***Award Amount:** \$2,000,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b.** The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c.** The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d.** The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e.** The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 5.

Meeting Date: May 15, 2024

Department: Finance Department

SUBJECT:

Award a contract for ITB 2024-A-51: Grossenbacher Water Treatment Plant (WTP) – 1.5 (MG) Ground Storage Tank to L7 Construction, Inc.

Presented by: Deodat Budhu, Public Services Director

REQUEST:

Award a contract to L7 Construction, Inc.

SUMMARY:

The Finance Department received electronic bids (e-bids) on April 25, 2024. This construction project consists of improvements and modifications to the ground storage system at the Grossenbacher Water Treatment Plant, to include the construction of a new 1.5 million gallon (MG) water storage tank.

Date Issued & Advertised:	March 10, 2024
Inquiry Deadline:	April 11, 2024
E-Bid Submittal Deadline:	April 25, 2024 @ 2:00PM
Notified Users:	1,672
Project Views:	1,114
Vendors Following the Project:	39

The following three (3) Contractors submitted bid pricing as follows:

Contractor	Total Bid Amount
L7 Construction, Inc.	\$4,457,000.00
Sawcross, Inc.	\$4,768,000.00
Prime Construction Group, Inc.	\$4,768,400.00

The project timeline is two hundred and seventy-four (274) days from the Notice to Proceed (NTP) date. The submittal for L7 Construction, Inc., has been reviewed to include their bid, history, and references. Staff and CHA Consulting, Inc. recommend the full bid contract award to L7 Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$4,457,000.00.

FUNDING SOURCE:

FY24 Utility Operations Fund

FY24 Utility Impact Fund

RECOMMENDED MOTION:

Approve a contract award to L7 Construction, Inc. in the amount of \$4,457,000.00 and include a 10% contingency of \$445,700.00, for a total of \$4,902,700.00.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 6.

Meeting Date: May 15, 2024

Department: Finance Department

SUBJECT:

Award contracts for ITB 2024-A-34: Community Development Block Grant (CDBG) Housing and Rehabilitation Replacement Program to: All American Building Structure Contractor, Inc. and RDC Development Corporation. Presented by: Radley Williams, Recreation Director

REQUEST:

Award a contract to All American Building Structure Contractor, Inc. and RDC Development Corporation.

SUMMARY:

The City of Apopka was awarded a \$750,000 grant under the Florida Department of Commerce for the Community Development Block Grant (CDBG) with a City funded \$50,000 commitment. The grant is in the Housing Rehabilitation Category to repair or replace Low to Moderate Income (LMI -below 80% of area median income) owner occupied homes located within the city limits. The City of Apopka has hired Fred Fox Enterprises, Inc. to assist in the Administration of the City's CDBG Housing Grant and act as the City's CDBG Housing Specialist. A total of five (5) properties in Apopka were identified to participate, one was considered an alternate. A bid was advertised to replace two (2) homes, and rehabilitate three (3) homes.

Item #	Properties	Type of Rehabilitation
1	118 W. 8 Th Street	Replacement Home
2	708 S. Washington Ave.	Replacement Home
3	1165 Dekleva Dr.	Rehab
4	28 W. 8 TH St.	Rehab
5	407 E. 8 TH St. (Alternate Home)	Rehab

On March 20, 2024, the Finance Department received electronic bids (e-bids) for this program. The advertisement schedule and statistics were as follows:

Date Issued & Advertised:	February 4, 2024
Inquiry Deadline:	March 7, 2024
Pre-Bid Meeting	February 13, 2024
E-Bid Submittal Deadline:	March 20, 2024 @ 3:00PM
Notified Users:	2,505
Project Views:	1,316
Vendors Following the Project:	54
Pre-Bid Attendance	29

A total of four (4) Contractors submitted bid pricing, as follows for each property:

Item # 1

118 W. 8Th Street: Home Replacement	
Company	Total Bid Amount
All American Building Structure Contractor, Inc.	\$212,915.00
Custom Florida Renovations, LLC	\$239,750.00
RDC Development Corporation	\$292,536.05
DSW Homes, LLC.	\$360,110.00

Item # 2

708 S. Washington Ave.: Home Replacement	
Company	Total Bid Amount
All American Building Structure Contractor, Inc.	\$212,915.00
Custom Florida Renovations, LLC	\$236,500.00
RDC Development Corporation	\$284,342.05
DSW Homes, LLC.	\$348,670.00

Item # 3

1165 Dekleva Dr.: Home Rehab	
Company	Total Bid Amount
RDC Development Corporation	\$45,421.03

Item # 4

28 W. 8TH St.: Home Rehab	
Company	Total Bid Amount
RDC Development Corporation	\$251,213.52

Item # 5

407 E. 8TH St.: Home Rehab	
Company	Total Bid Amount
RDC Development Corporation	\$143,260.89

Item # 1. 118 W. 8TH St. [Home Replacement]: The project timeline for a replacement home is one hundred twenty (120) days from the issuance of permits. All American Building Structure Contractor, Inc. was the lowest bidder, their submittal has been reviewed to include their bid, history, and references. The bid amount of \$212,915 is within 15% of the replacement cost estimate of \$211,750. This bid amount exceeds the City of Apopka CDBG Housing Assistance Plan (HAP) maximum 2-bedroom replacement home square footage size of 900' and maximum home amount of \$80,000.00. Exceeding the HAP amount is allowable with the Housing Specialist and City Council's authorization. Staff and Fred Fox Enterprise, Inc. (Grant Administrator and CDBG Housing Specialist) recommend the contract award to the lowest responsive and responsible bidder to All American Building Structure Contractor, Inc, in the amount of \$212,915.

Item # 2. 708 S. Washington Ave. [Home Replacement]: The project timeline for a replacement home is one hundred twenty (120) days from the issuance of permits. All American Building Structure Contractor, Inc. was the lowest bidder, their submittal has been reviewed to include their bid, history, and references. The bid amount of \$212,915 is within 15% of the replacement cost estimate of \$207,250. This bid amount exceeds the City of Apopka CDBG Housing Assistance Plan (HAP) maximum 2-bedroom replacement home square footage size of 900' and maximum home amount of \$80,000.00. Exceeding the HAP amount is allowable with the Housing Specialist and City Council's authorization. Staff and Fred Fox Enterprise, Inc. (Grant Administrator and CDBG Housing Specialist) recommend the contract award to the lowest responsive and responsible bidder to All American Building Structure Contractor, Inc. in the amount of \$212,915.

Item # 3. 1165 Dekleva Dr. [Home Rehab]: The project timeline for rehabilitation project is sixty (60) to ninety (90) days from the issuance of permits. RDC Development Corporation was the lowest and sole bidder, their submittal has been reviewed to include their bid, history, and references. A sole response from a bid advertisement is allowable per the Purchasing Policy 107.3.9.4 and is contingent upon Florida Department of Commerce approval. The bid amount of \$45,421.03 is within 15% of the rehabilitation cost estimate of \$39,500. Staff and Fred Fox Enterprise, Inc. (Grant Administrator and CDBG Housing Specialist) recommend the contract award to the lowest responsive and responsible bidder to RDC Development Corporation, Inc. in the amount of \$45,421.03.

Item # 4. 28 W 8th Street [Home Rehab]:

RDC Development Corporation was the lowest and sole bidder, their submittal has been reviewed to include their bid, history, and references. A sole response from a bid advertisement is allowable per the Purchasing Policy 107.3.9.4 and contingent upon Florida Department of Commerce approval. The bid amount of \$251,213.52 exceeded 15% of the rehabilitation cost estimate of \$157,300. Staff and Fred Fox Enterprise, Inc. (Grant Administrator and CDBG Housing Specialist) recommend rejecting the rehab bid received and rebidding this property as a replacement home and not a rehabilitation.

Item # 5. 407 E. 8TH Street [Home Rehab]: RDC Development Corporation was the lowest and sole bidder, their submittal has been reviewed to include their bid, history, and references. A sole response from a bid advertisement is allowable per the Purchasing Policy 107.3.9.4 and is contingent upon Florida Department of Commerce approval. The bid amount of \$143,260.89 exceeded 15% of the rehabilitation cost estimate of \$95,950. This property was selected as an alternate project for rehabilitation, and is contingent upon funding. Due to the uncertainty of costs for the re-bid replacement home at 28 W. 8TH Street and the amount of funds that will be remaining, an award recommendation cannot be made at this time.

Total Costs:

Item #	Property	Company	Bid Amounts
1	118 W. 8 Th Street Home Replacement	All American Building Structure Contractor, Inc.	\$212,915.00
2	708 S. Washington Ave. Home Replacement	All American Building Structure Contractor, Inc.	\$212,915.00
3	1165 Dekleva Dr. Home Rehab	RDC Development Corporation	\$45,421.03
4	28 W. 8 TH St. Home Rehab: Rejecting for Re-bid	RDC Development Corporation	\$0
5	407 E. 8 TH St. Home Rehab: Postpone Recommendation	RDC Development Corporation	\$0
		Total Recommended Bid Award Amount:	\$471,251.03

FUNDING SOURCE:

\$708,827 CDBG Housing Grant through the Florida Department of Commerce.

\$135,000 ARF-Coronavirus Funds

\$843,827 Total Funds Available

RECOMMENDED MOTION:

Item # 1. 118 W. 8TH St. [Home Replacement]: Recommend to award the asbestos abatement/demolition/construction of 118 W 8th Street, Apopka, FL to All American Building Structures Contractor, Inc, the lowest qualified bidder, in the total amount of \$212,915.00. Recommendation and award is contingent upon Florida Department of Commerce approval of the site-specific environmental release for the demolition and construction of the property.

Item # 2. 708 S. Washington Ave. [Home Replacement]: Recommend to award the demolition/construction of 708 S. Washington Avenue, Apopka, FL. to All American Building Structures Contractor, Inc, the lowest qualified bidder in the total amount of \$212,915.00. Recommendation and award is contingent upon Florida Department of Commerce approval of the site-specific environmental release for the demolition and construction of the property.

Item # 3. 1165 Dekleva Dr. [Home Rehab]: Recommend to award the home rehabilitation of 1165 Dekleva Drive, Apopka, FL to RDC Development Corporation, the single bidder in the total amount of \$45,421.03. Recommendation and award is contingent upon Florida Department of Commerce approval of the single bidder and site-specific environmental release for the construction of the property.

Item # 4. 28 W 8th Street [Home Rehab]: Recommend the rejection of the bid received at \$251,213.52 for 28 W. 8th Street from RDC Development Corporation and rebid this property as a replacement home and not a rehabilitation.

Item # 5. 407 E. 8TH Street [Home Rehab]: Recommend postponing a recommendation for the bid of \$143,260.89 for 407 E. 9th Street from RDC Development Corporation, until which time a new replacement home bid is awarded for the property located at 28 W. 8th Street, and contingent upon available funding.

Total Recommendation:

The total amount of the bid recommendation is \$471,251.03, the CDBG grant does not include any funding for contingencies. A 10% contingency fund is being requested for Items# 1-3, utilizing the ARF-Coronavirus funds in the amount of \$47,125.10 [total project cost with contingency is **\$518,376.13**].

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 1.

Meeting Date: May 15, 2024

Department: Community Development

SUBJECT:

Ordinance No. 3049 - Second Reading - Annexation - Page properties

REQUEST:

Adopt Ordinance No. 3049

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 (DRC):

Recommends approval of the annexation of the property located north of W. Keene Road and west and east of Marden Road.

CITY COUNCIL:

At the May 1, 2024 meeting, the City Council unanimously accepted First Reading of Ordinance No. 3049 and held it over for Second Reading and Adoption on May 15, 2024.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Adopt Ordinance No. 3049.

ATTACHMENTS:

1. Ordinance No. 3049
2. Marden Rd-Keene Rd - Vicinity
3. Advertisement April 19
4. Advertisement April 26

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: May 15, 2024

ATTEST: Bryan Nelson, Mayor

Susan M. Bone, City Clerk

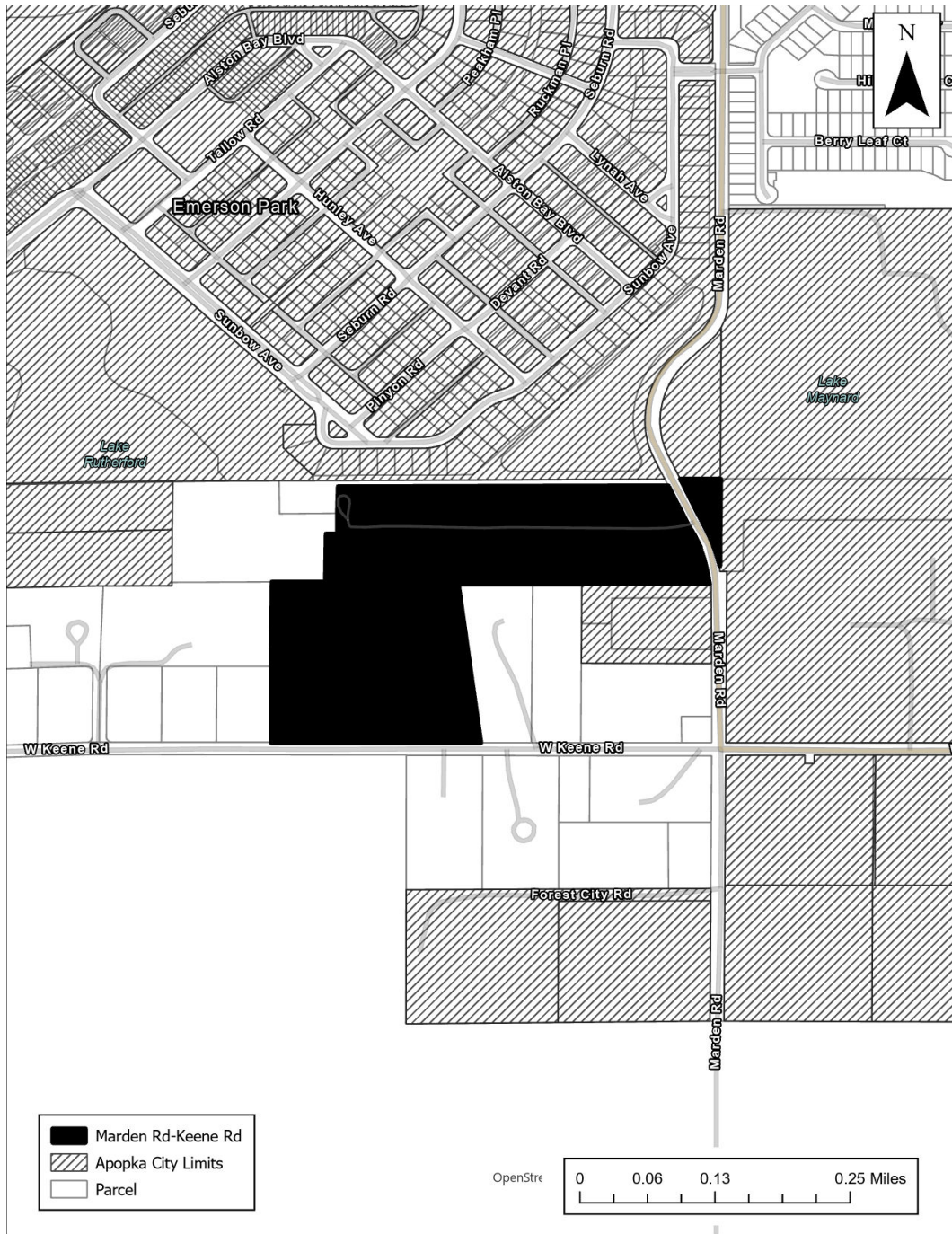
APPROVED as to form and legality

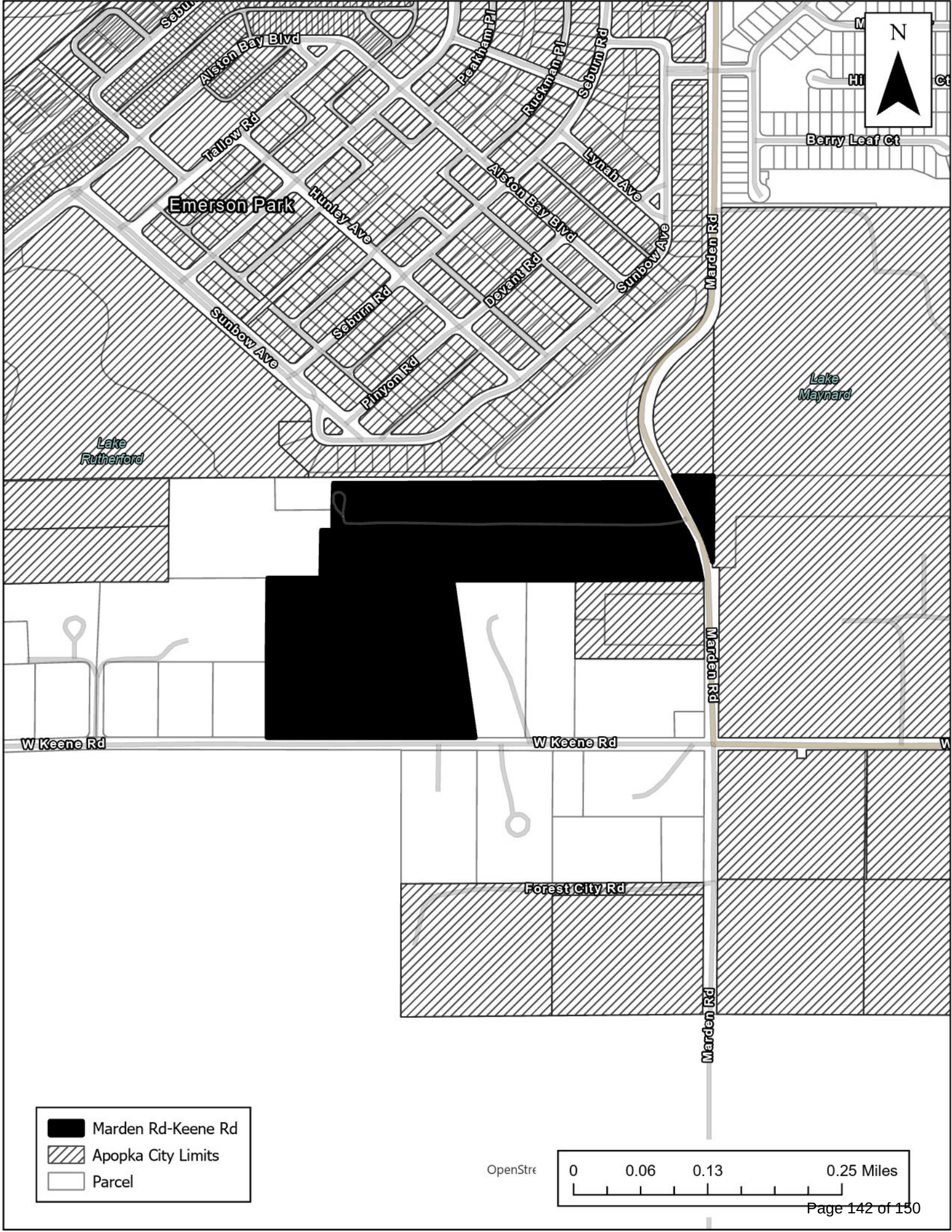
Cliff Shepard, City Attorney

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

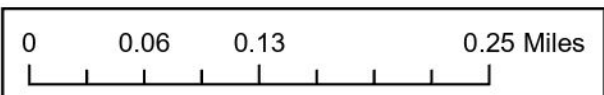
Forest City Rd

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.

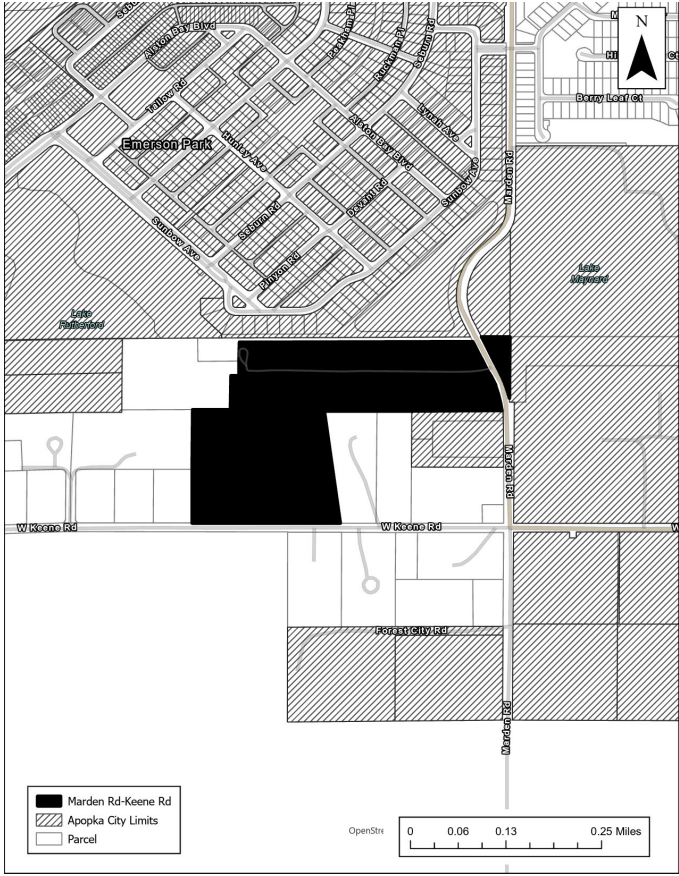
It is time to go back to kindergarten and start all over!

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.

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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**

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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
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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
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The Apopka Chief.....407-886-2777
Museum of the Apopkans.....407-703-1707
Chamber of Commerce.....407-886-1441

Menagerie: Lifestyle is changing, but country is worth fighting for

Continued from page 2A

tion GOD ever created on Earth, the United States of America, become a slur on the tongues of those illegal... and *legal* aliens? To call them “immigrants” is a slap in the face of those who came over to the United States to prosper through their challenging work, and the building up of the country they now call home.

Even those who came over as slaves, given the opportunity, bettered the United States, and raised

men and women who were willing to give their lives to increase the awareness of their plight.

When George Washington Carver was born, his momma ran away from the plantation owned by Mr. Carver, and Mr. Carver sent a “slaver” (bounty hunter) after them. The slaver came back after three days, dropped the little baby in Mr. Carver’s arms, and said,” his momma didn’t make it, but I brought you the baby, even though he will never amount to much.” That baby

became one of the most illustrious scientists in the world.

Men, like Martin Luther King, brilliantly used the vocabulary and the verve and energy of each message to move millions to new heights of expectations, and hope.

Why are we allowing ourselves to be lulled into such a sedentary lifestyle?

My United States of America is worth fighting for. I was taught from infancy to love her and cherish her... with my *life*.

If, during WWII, someone would have stood in public and shouted “death to America,” another citizen would have done away with him or her and been given a medal for doing it. We had a love for our nation!

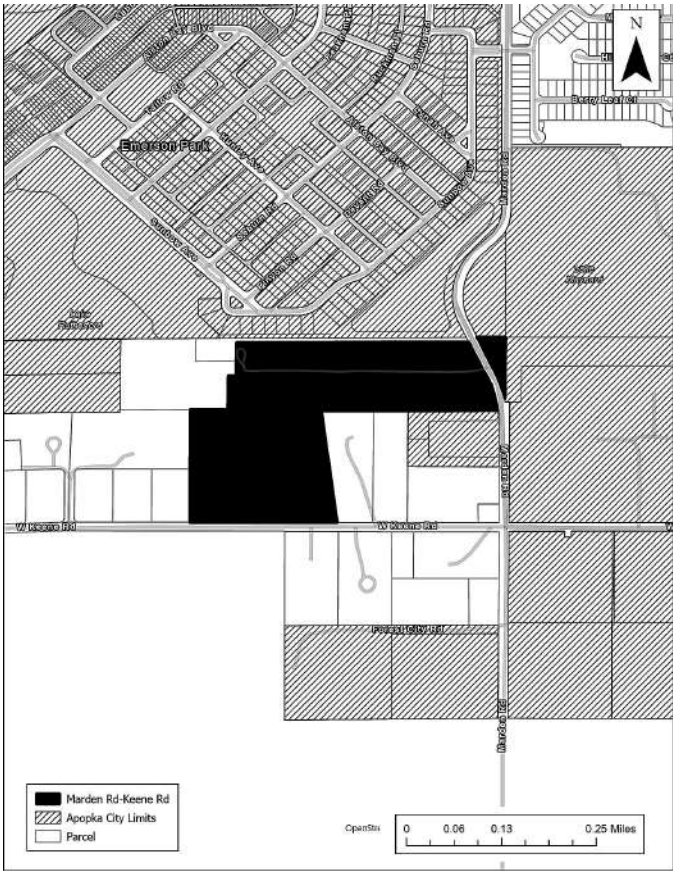
We had a love for one another. Not because we were all the *same*, but because we were all *Americans*.

Want to know how to get back to loving America? Come over to my house one day and study my wife’s menagerie!

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, 20-21-28-0000-00-029, 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.

Apopka City Council
Community Development Department
April 26, 2024
Publish: The Apopka Chief 176326

Insurance: Program is for homeowners

Continued from page 2A

pleted the process, 1,928 said they experienced an insurance premium discount.

PIFF encourages homeowners to participate in the state’s home hardening program, which includes an initial home inspection, application through grant approval, construction, final inspection and reim-

bursement. For additional information and resources, please visit mysafehome.com.

About PIFF: The Personal Insurance Federation of Florida, Inc. (PIFF), is a leading voice for the personal lines property and casualty insurance industry in Florida.

PIFF represents national insurance carriers and their subsidiaries, in-

cluding many of the state’s top writers of private passenger auto and homeowners multiperil insurance. Together, PIFF members write more than \$13 billion in premium in the state.

PIFF advocates for a healthy and competitive insurance marketplace for the benefit of Florida consumers. Follow us @PIFF-News. Visit PIFF.net to learn more.

Byrd: Culinary leader is the best

Continued from page 2A

pher Bates, the program director for the Magnet Academy of Culinary Arts at Wekiva High School, won the National Teacher of the Year Award from the Center for the Advancement of Foodservice Education.

This is a tremendous honor and is the second national award for Chef Bates. He was also honored with the James H Maynard National Award for Classroom Innovation last year.

Chef Bates is a visionary leader who designed and created the Culinary Arts Magnet program and has developed it into a na-

tional and state-recognized program in a few short years. This is the only culinary magnet in Orange County and is growing by leaps and bounds every year and continues to gain impressive industry partnerships.

Most importantly is that Chef Bates inspires numerous students each year to continue their culinary experience.

He ignites a passion for culinary arts in these young people. You see it when you walk into the kitchen where they are working.

These kids are on fire for this work and the pas-

sion they have is a direct result of the passion that Chef Bates has for teaching them.

Chef Bates will represent Orange County and Apopka in San Antonio in June when he receives his national award. We are so incredibly proud of him for this great honor.

I’ve said it once and I’ll say it again, incredible things are happening in our schools every day and we have some of the most dedicated and spectacular professionals working in our local schools. Congratulations to all of you who make a difference every day!

Best Foot: Pedestrian safety is a must

Continued from page 2A

The Best Foot Forward for Pedestrian Safety (BFF) program is administered by the local non-profit Bike/Walk Central Florida (BWCF). BFF was created to reverse the conflict between pedestrians and drivers by focusing on one specific behavior change – getting more drivers to yield for pedestrians at marked crosswalks as Florida law requires. More than a campaign, Best Foot Forward is a behavior change-based program designed to improve road safety through consistent and persistent education, high-visibili-

ty crosswalk enforcement, and low-cost engineering countermeasures at marked crosswalks. Best Foot Forward operates in six Central Florida counties and is the largest pedestrian-focused grassroots coalition in the nation, working with more than 40 local and regional partners. Since launching in 2012, the percentage of drivers yielding to people in marked crosswalks has increased from 17 percent to more than 50 percent on roads with a speed limit of 35 mph and lower and 2 percent to 45 percent on roads 40 mph and higher. To learn more, visit iyield-4ped.org.

About Bike/Walk Central Florida:

Bike Walk Central Florida (BWCF) is a regional advocacy organization for bicyclists and pedestrians. Since 2010, the organization has worked on behalf of local pedestrians and bicyclists to advocate for safe and convenient places for people to bike and walk, regardless of where they live or where they need to go. Focusing on their four pillars of policy, perception, practice, and sustainability, BWCF works tirelessly to advocate for policies, programs and infrastructure that is fair and accessible to all.

Tell them you saw it in The Apopka Chief

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Museum of the Apopkans.....407-703-1707
Chamber of Commerce.....407-886-1441



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 2.

Meeting Date: May 15, 2024

Department: Finance Department

SUBJECT:

Resolution No. 2024-09: Amending the budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

REQUEST:

Council adoption of Resolution Number 2024-09

Budget Amendment #: 6

Fiscal Year (FY) 2024

Total Amendment: **\$4,430,800** Dollar amounts may be rounded up.

SUMMARY:

On September 20, 2023, and December 6, 2023, by Resolution Number 2023-31 and 2023-39, the City Council adopted the final budgets for fiscal year (FY) 2023-2024. The City committed to expenditures and has experienced unanticipated revenues/expenditures throughout the current fiscal year that need to be reflected in the budget. Florida Statutes, Section 166.241 (4) requires the governing body to amend the budget in the same manner as the original budget was adopted. Below are the following proposed amendments:

1. Amendment: Land Purchase - South of Boy Scout Road for SR 429 Access Ramp Project

Funding Source: Transportation Impact Fee Fund Reserves

Description: On May 1, 2014, City Council approved the purchase of vacant land for the acquisition of 2.79 acres for the realignment of Boy Scout Road and SR 429 access ramp project. This land acquisition was not included in the FY2024 Adopted Budget, therefore we are requesting to amend the budget and use Transportation Impact Fee Reserves to secure this purchase in the estimated amount of \$725,000.

Account Number	Description	Debit	Credit
102-271-0000	Committed Fund Balance		\$725,000
102-3413-541-6100	Land	\$725,000	
	Total Amendment	\$725,000	\$725,000

2. Amendment: Camp Wewa Wastewater Service Extension - Sewer Conversion

Funding Source: Water, Wastewater, & Reuse Impact Fee Fund Reserves

Description: On May 1, 2024, City Council approved the contract award to Cathcard Construction Company for the Camp Wewa Wastewater Service Extension. The estimated project cost is \$1,644,913 including a 10% contingency. The City budgeted \$500,000 for this project in prior years. The initial project expenses in the amount of \$117,800 were used to design Camp Wewa Wastewater System to provide connection to the City's

central wastewater system. The remaining balance of \$382,200 will be used for the construction. Due to the significant increases in construction costs, we are requesting to amend the FY2024 budget in the amount of \$1,262,800 with the use of Water and Wastewater Impact Fee Reserves to fully fund the project.

Account Number	Description	Debit	Credit
403-389-0009	Carry-Over Appropriations/Reserves		\$1,262,800
403-3123-535-6300	Improvements Other Than Buildings	\$1,262,800	
	Total Amendment	\$1,262,800	\$1,262,800

3. Amendment: Golden Gym Reuse Pond Retrofit

Funding Source: Utility Operating Fund Reserves

Description: On January 24, 2024, staff observed what appeared to be potential sinkhole activity along the northwest bank of the larger storage pond (just north of the western pond) at our facility. The liner at this location has breached the vicinity's soil depression and, as a result, a portion of the stored reclaimed water has escaped into the depression. In addition, it was noted that two separate sources of stormwater runoff along the northwest side of the eastern pond are not being appropriately collected and are flowing into the larger reuse pond. An evaluation was performed by our consultant and an update of the causation and corrective action was presented at the Council meeting on May 1, 2024.

The repair plan will have to be performed in phases, with Phase I being the immediate plan to first install a high capacity interceptor trench along the northwest to capture groundwater and surface water and take it to the pond to the west. The interceptor trench does not require permitting, but it is a critical component. While the interceptor trench is being installed, plug the pipe connecting the small reservoir to the large reservoir, so the small reservoir can be used for pumped storage. Simultaneously, install aqua dams (6 ft high) to isolate the northern cell and pump it dry, so the liner can be lifted to repair the vertical hole and also check the rest of the liner on the slope and bottom within this cell for repairs. The interceptor trench has to be in to relieve water pressure behind the liner. The aqua dams are also important to prevent the parachuting of the liner, which occurs under high wind conditions. Once the northern cell is complete, rearrange the aqua dams so the lower cell can be pumped out into the northern and middle cells. Once the lower cell is pumped down, the sand volcano can be excavated and the subgrade stabilized.

The estimated cost to commence this Phase I stage of repairs via controlling the groundwater and filling the depression area is estimated to be \$950,000. This was an unplanned event and will require an amendment to the FY2024 budget in the amount of \$950,000 with the use of the Utility Operating Reserves Fund to cover the cost. We will be coming back to the Council for an additional funding request for Phase II of the retrofit which involves remediation and/or replacement of the membrane.

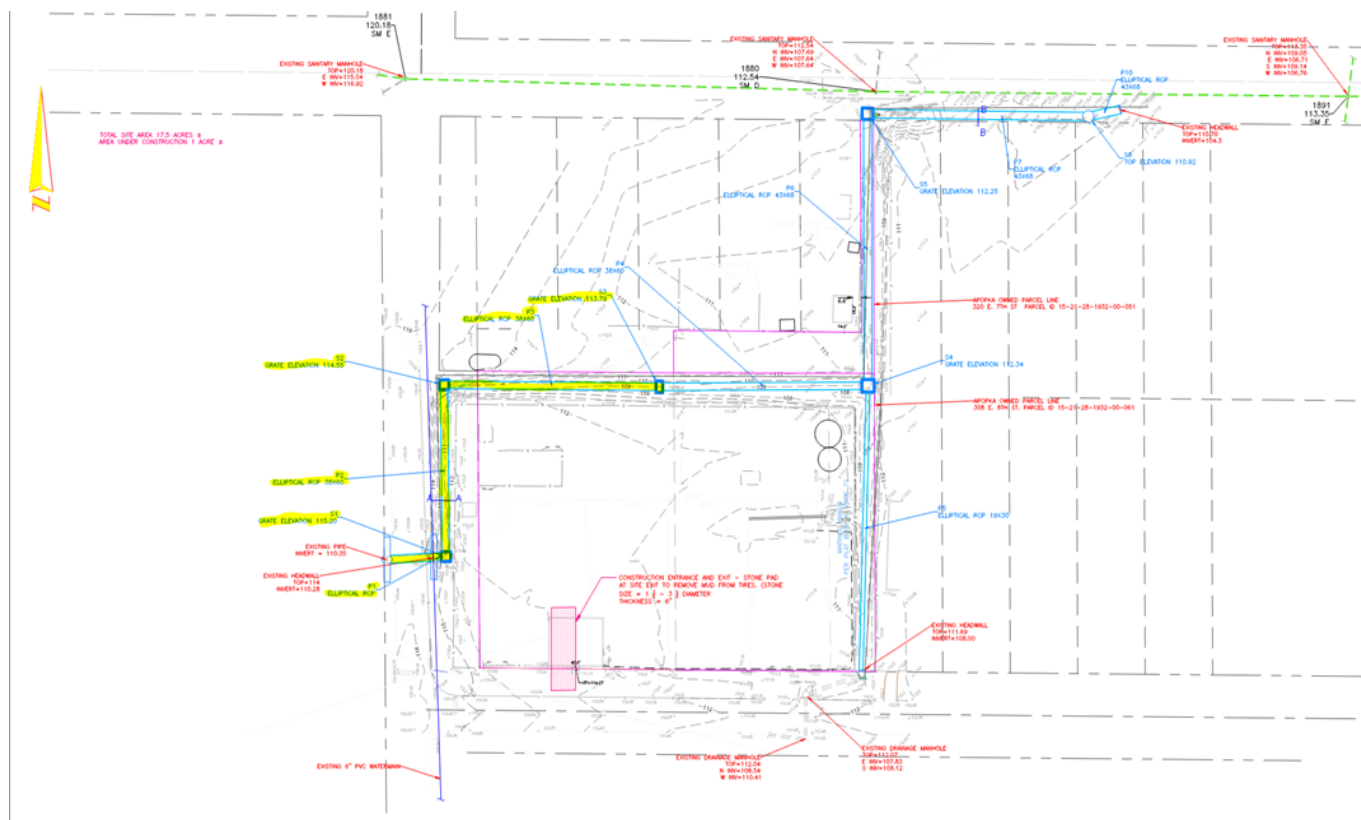
Account Number	Description	Debit	Credit
401-389-0009	Carry-Over Appropriations (Budget/Reserves)		\$950,000
401-3121-535-4600	Repairs & Maintenance - Buildings & Equipment	\$950,000	
	Total Amendment	\$950,000	\$950,000

4. Amendment: 8th & Highland Street Project

Funding Source: Stormwater Fund Reserves

Description: On December 21, 2022, under the consent agenda, City Council approved the total cost of \$186,525 plus a project contingency in the amount of \$13,475 totaling \$200,000 to pipe a portion of the open ditch segment

Due to material unavailability, the project start-date had a significant delay. Recently, the contractor was able to commence construction of the approved yellow highlighted portion and the piping segment is nearing completion.



Account Number	Description	Debit	Credit
120-389-1000	Funding from Reserves		\$413,000
120-3151-538-6300	Improvements Other than Buildings	\$413,000	
	Total Amendment	\$413,000	\$413,000

5. Amendment: Tennis and Pickleball Courts Project

Funding Source: Recreation Impact Fee Fund Reserves

Description: The current project budget is \$700,000. The actual price received for the project exceeded the original cost estimates established by the Parks and Recreation staff for the FY2024 budget. The additional funding in the amount of \$450,000 will ensure that five pickleball courts and five (5) tennis courts with lighting are completed during phase one of the project. With this new cost information, the remaining phases of the project will be updated in the upcoming capital improvement plan proposed in the FY25 budget request.

Account Number	Description	Debit	Credit
104-389-0009	Carry-over Appropriations (Budget)		\$450,000
104-3614-572-6300	Improvements Other Than Buildings	\$450,000	
	Total Amendment	\$450,000	\$450,000

6. Amendment: Parks & Recreation Projects

Funding Source: General Fund Operating Reserves

Description: The Parks & Recreation Department has two (2) additional projects that require additional funding in order to proceed with the projects:

Northwest Recreation Complex Inclusive Playground - \$450,000

Current funding for the project is set at \$610,000, with \$110,000 of that being received from a donation by the Halliday Foundation and Unlimited Capabilities. The additional funding will allow increases to the size of the proposed inclusive playground and will include the addition of a sensory garden.

Kit Land Nelson Park Gazebo - \$170,000

The gazebo replacement in Kit Land Nelson Park was originally budgeted at \$80,000 in FY23. Parks and Recreation staff have continued to assess the use of the existing gazebo in Kit Land Nelson Park and have determined that replacing the existing gazebo with a new small amphitheater style structure would create a more useful amenity at the park. Kit Land Nelson Park plays host to a variety of community events throughout the year, which utilize the existing gazebo as a stage/presentation space. The switch to a small amphitheater style structure will better align with the regular use as a stage/presentation platform and be more attractive for community events. The structure is larger than the existing gazebo, which is why the additional funds are requested.

Account Number	Description	Debit	Credit
001-389-0010	Funding from Reserves		\$620,000
001-3612-572-6300	Improvements Other Than Buildings	\$620,000	
	Total Amendment	\$620,000	\$620,000

7. Amendment: Arts Engagement in American Communities Grant

Funding Source: National Endowment of the Arts (NEA) Grant Funding

Description: Last year, the City of Apopka was awarded a \$10,000 grant with a 1:1 match requirement to commission an artist to create a mural that pays homage to the first black settlers of Apopka in Meads

Bottom. The grant will also support a partnership with the Apopka Historical Society to host a series of art activities for K-12 students. The City is currently underway with the project with plans to complete the project over the next few months. We have used the City matching funds to cover the project expenses to date. At this time, we are requesting an amendment to the FY2024 to include the NEA grant funds to complete the project.

Account Number	Description	Debit	Credit
001-337-2005	Carry-over Appropriations (Budget)		\$10,000
001-1022-519-3400	Other Contractual Services	\$10,000	
	Total Amendment	\$10,000	\$10,000

FUNDING SOURCE:

FY2023-2024 Budget

RECOMMENDED MOTION:

Adopt Resolution Number 2024-09

ATTACHMENTS:

- 1. Resolution Number 2024-09_Budget Amendment #6

RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2023/2024 should be amended; and

WHEREAS, Florida Statutes, Section 166.241(4) requires the governing body amend the budgets in the same manner as the original budget is adopted; and

WHEREAS, the City Council adopted the final budgets for fiscal year 2023/2024 through resolution on September 20, 2023 and re-adopted December 6, 2023.

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

SECTION 1: That the Budget for the City of Apopka, Florida, and Fiscal Year 2023/2024 is hereby amended for an amount totaling **\$4,430,800** as indicated in the staff report which is attached hereto and made part of this Resolution by reference.

SECTION 2: Effective Date. This Resolution shall take effect upon final passage and adoption.

ADOPTED THIS 15th DAY OF MAY, 2024

CITY OF APOPKA, FLORIDA

BRYAN NELSON, MAYOR

ATTEST:

SUSAN BONE, CITY CLERK