



APOPKA CITY COUNCIL AGENDA

November 6, 2024 1:30 PM

Apopka City Hall Council Chambers

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

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

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF MINUTES

1. Approval of Regular City Council Meeting Minutes of October 16, 2024.
2. Approval of City Council Capital Improvements Workshop Meeting Minutes.

AGENDA REVIEW

PROCLAMATION

1. Week of the Family
Presented by: Mayor Nelson

PRESENTATION

1. Apopka High School Marching Band Fundraiser
Presented by: Radley Williams, Recreation Director

CONSENT (Action Item)

1. Execute Release of Code Enforcement Lien for 1476 Harvey Circle
2. Execute Release of Code Enforcement Lien for 537 Birch Court
3. Execute Release of Code Enforcement Lien for 626 Marvin C Zanders Avenue
4. Execute Release of Code Enforcement Lien for 1806 Summit Chase Avenue
5. Execute Release of Code Enforcement Lien for 820 Robinson Avenue
6. Execute Release of Code Enforcement Lien for 168 E 8th Street
7. Execute Release of Code Enforcement Lien for 120 E 8th Street
8. Execute Release of Code Enforcement Lien for 192 E 9th Street

9. Execute Release of Code Enforcement Lien for 126 E 7th Street
10. Approve a Non-Exclusive Easement Agreement with Tri-Murti Associates, LLC
11. Approve the Interlocal Agreement with Orange County: Ocoee Apopka Road transfer from Orange County to the City of Apopka
12. Acceptance of Department of Transportation Grant for Enforcement of Speeding and Aggressive Driving in Apopka. Project number SC-2025-00192.
13. Acceptance of Department of Transportation Grant for Enforcement of Distracted Driving in Apopka. Project number DD-2025-00268.
14. Acceptance of Department of Transportation Grant for Enforcement of Impaired Driving in Apopka. Project number AL-2025-00270.
15. Authorize the issuance of evaluated source memos: RDK Truck Sales and Rentals
16. Authorize the execution of piggyback contracts for the assigned terms: Asphalt Paving Systems, Inc., Stewart's Electric Motor Works, Inc., NCR Gulf Environmental Services, Inc., Evoqua Water Technologies, LLC, Hubbard Construction Company, Petrochoice, LLC, and Florida Armature Works, Inc.
17. City Building Security Policy
18. City of Apopka FY2024 Preliminary (Unaudited) Budget-to-Actual Report for the Twelve Months Ending September 30, 2024

BUSINESS (Action Item)

1. Special Event Request - Road Closure for Christmas Parade
Event: Apopka Christmas Parade
Organization/Applicant: Foliage Sertoma Club of Apopka
Location: Park Avenue between US 441 and Votaw Road
Presented by: Radley Williams, Recreation Director
2. Special Event Request - Open Container for Market on Fifth Street
Event: Market on 5th
Organization/Applicant: Propagate Social House
Location: 5th Street
Presented by: Radley Williams, Recreation Director
3. Dutch Bros Coffee - Transportation Impact Fee Credit Agreement
Applicant:
Presented by: Jean Sanchez, Senior Planner
4. FY 24-25 Roadway Resurfacing Program

Presented by: Michael Ortiz

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 3075 - Second Reading - Amendment to the Land Development Code to allow outdoor recreation in the MU-D and C-COR zoning districts
Presented by: Bobby Howell, Planning Manager
2. Ordinance No. 3081 - First Reading - Public Access to City Buildings
Presented by: Andrew Hand, Attorney

3. Ordinance No. 3082 - First Reading - Rezoning - 1770 Sheeler Avenue
Owner(s): Itay Guy
Applicant(s): Brent Lenzen, P.E. Kimley Horn
Location: 1770 Sheeler Avenue
Project: 1770 Sheeler Avenue - Rezoning
Density: 5 Dwelling Units/Acre
Project Manager: Amer Hamza
Presented by: Amer Hamza, Planner
4. Resolution Number 2024-38 Reimbursement Resolution - Emerson Park Subdivision Project

Presented by: Blanche Sherman, Finance Director, , Joel Tindale, and Misty Taylor
5. Resolution No. 2025-02: Amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

Presented by: Blanche Sherman, Finance Director

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

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.

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 October 16, 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
- Commissioner Nadia Anderson
- City Administrator Jacob 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: On October 18, 1977, in the sixth game of the World Series against the Los Angeles Dodgers, New York Yankees outfielder Reggie Jackson hits three home runs in a row off of three consecutive pitches from three different pitchers. Only the great Babe Ruth had ever hit three homers in a single World Series game (and he did it twice, once in 1926 and once in 1928) —but he didn't do it on consecutive pitches or even consecutive at-bats. Jackson's amazing home-run streak helped the Yankees win the game and the series, the team's first since 1962.

APPROVAL OF MINUTES

1. Approval of Regular City Council Meeting Minutes of October 2, 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 One (1) set of minutes.
 - c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Anderson** to approve the One (1) set of minutes.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

AGENDA REVIEW

Mayor Nelson asked if any changes to the agenda. **Jacob Smith CAO** said we advertised Ordinance Number 3076 and 3077, which did not get through planning commission so we will not be hearing those items. They are not on the agenda, but they were advertised.

PROCLAMATION

1. Mobility Week 2024
Presented by: Mayor Nelson

Mayor Nelson read the proclamation designating October 25- November 2 as Mobility Week 2024. Mobility Week highlights achievements within cities, introduces new initiatives and / or implements new policies promoting sustainable transportation. Ms. Anderson the Passenger Operations Manager for the Department of Transportation District 5 was present, spoke, and gave thanks for the City's support.

2. Orlando Health AirCare
Presented by: Mayor Nelson

Mayor Nelson read the proclamation honoring Orlando Health AirCare Team's 40th Anniversary. He provided information regarding what the Orlando Health AirCare is and how they help our City. A member from the AirCare Team came up and gave thanks for the recognition.

PRESENTATION

1. Apopka Youth Council Class of 2024-2025 (**This item was presented 1st on the Agenda**)
Presented by: Stephen Cribb, Special Projects Specialist

Stephen presented the Class of 2024-2025 Apopka Youth Council. He said they just had their first meeting and are very excited. Each one of the Youth Council members came up and introduced themselves.

2. Apopka Birding Park Update – Orange Audubon Society
Presented by: Radley Williams, Recreation Director

Radley was present with members from the Orange Audubon Society to provide an update on the Apopka Birding Park and the progress that has been made since the ground lease. He provided a recap of how the property / land was conveyed to the City then leased to the Orange Audubon Society. Deborah Green with the Orange Audubon Society and Phillip Donovan, the Architect provided a brief presentation showing the plans and design for construction of a new educational center on the property.

Commissioner Nesta asked if there was a timeline as to when utilities to the site would be. **Radley** responded there have been some delays while working with Duke Energy due to the recent weather. **Phillip Donovan, architect** said the building is anticipated to be open just after the 4th of July holiday next year.

Mayor Nelson said the City has been working on obtaining financial aid from St. Johns to be able to get a bridge over the canal and also restrooms by the parking lot.

CONSENT (Action Item)

1. Presentation of Service Weapon.
2. Authorize the execution of piggyback contracts for the assigned terms: PPM Sports Turf, LLC. and Allied Universal Corporation.
3. City of Apopka FY2024 Budget-to-Actual Report for the Eleven Months Ending August 31, 2024.
 - a. **Mayor Nelson** asked if anyone had any questions about any items on the Consent Agenda items or if anyone needed to pull any of the items.
 - b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the Three (3) consent agenda items.
 - c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Smith** to approve the Three (3) consent agenda items.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

BUSINESS (ACTION ITEMS)

1. Emerson Park Development - Assessment Project

Presented by: Blanche Sherman, Finance Director

Blanche presented the details regarding the Emerson Park Development. She provided an overview of the Emerson Park Subdivision Roadway request for conversion of their private roads to public ownership. On June 5, 2024, Deodat, the public services director presented Emerson Park subdivision request to have their roadways, curbs, and street signs transferred from private to public ownership and to create an MSBU as a funding source to bring the roads up to City standards. At that meeting City Council requested the City Attorney determine if it is legally possible to propose an assessment on property not owned by the City. On August 25, 2024 the City Attorney presented an outline to City Council providing the general steps to impose a special assessment. On August 21, after several discussions pertaining to the estimated cost of the project, debt, financial obligations, process of selecting a lender, and impact of the City's debt capacity, staff was requested to come back with an updated cost estimate and methodology of process to move this forward and to look at the potential financing options. In regards to the confirmation of updated cost per Michael Ortiz the cost estimate of \$3.8 Million dollars is correct if the project does not before September 2025 because that is when a contract expires. If the project commences

before September 2025 the cost will be around \$2.5 Million dollars. Based on the amount of funds that Emerson Park is contributing there's a difference of \$1 Million dollars. A critical event schedule was prepared by the City's bond counsel and provided in Commissioner's packets along with a draft Resolution. In regards to the financing options, we will need the final assessment Resolution approved prior to moving forward. There are certain events that have to take place in order to do this.

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

Commissioner Nesta asked about the Million-dollar difference from what the HOA is willing to provide. Will you please detail that out for us? **Blanche** said based on the \$3.7 Million dollars, if they give \$600,000 dollars, that's approx. \$3.1 Million dollars if this occurs after September 2025. If the project begins prior to then the cost will be \$2.5 Million dollars. The cost is different because the contract pricing expires September 20, 2025. **Commissioner Nesta** asked what the total number of homeowners is. **Blanche** responded 504 residents. He also asked the terms.

Joe Randall with Hilltop Securities said we will not really know until an RFP goes out and we get responses back. Obviously, we can come up with estimates in advance but you ultimately will not know what a bank is going to purpose. There's fewer lenders from a banks standpoint that will go out a full 20 years. A potential scenario would be asking for 15 and 20.

Commissioner Smith asked if the assessment with be different for each resident since some are houses and some are townhomes in that subdivision. **Attorney Shepard** said that when you go through the assessment one of the parts of the process is determining who will be assessed what based on the benefit proportional. The people who are doing the assessment for you and coming up with the numbers are supposed to consider the benefit versus the size of the property. I would project but don't know that townhomes would have a smaller assessment than single family homes but that is yet to be determined.

Blanche said to Commissioner Smith that in the critical events recommends that we use a methodology consultant so all of that will be factored in at that time.

Commissioner Smith said at this time do we know how many townhomes there are as opposed to single family homes? **Emerson Park** resident said 500 homes total and 172 townhomes.

Commissioner Smith asked for clarification on the contribution amount from the Emerson Park HOA and the total. **Blanche** provided clarification.

Mayor Nelson spoke about the Emerson Park HOA having to pay for the alleyways up front because they cannot be part of the MSBU. Whatever is left over of the \$600,000 dollars they will contribute after the alleyways are done would go towards the down payment on the rest of the roads they want to go public with.

Commissioner Velazquez asked what happens after September 2025. **Blanche** said we will not get the money until that next year. Commissioner Velazquez asked when will we take the roads over? **Blanche** said if we do the construction easement it will be at the end of construction. **Attorney Shepard** said once we certify that they are built to standards. This is all happening because in order for us to take the roadways over we will not take them in their current condition. The Association is saying we do not have the money to do them, but if you will help us essentially get it financed you'll get your money through this special assessment and then when you take them over they'll be up to your standards so the City will have that burden moving forward.

Commissioner Velazquez said so from now until next September they will be taking care of their own roads? **Attorney Shepard** said yes because they are private roads and the City cannot.

Commissioner Nesta asked how long the MSBU lasts? If we have a term of 15 years for our debt repayment. Does the MSBU end at 15 years? **Blanche** its there until its fully funded its purpose then it's done.

Commissioner Anderson asked if there were any other expenses the City would incur before the RFP? For the assessments or anything? **Blanche** said yes, there will be costs and we will be tracking them and I do not have that cost at this time. The intent is that the Association will be paying for all fees incurred.

Jennifer Hay, Emerson Park Board President was present with the HOA Board and many Emerson Park Residents. She provided details on how Emerson Park got to this point of needing assistance from the City and why they are requesting their roadways to become City owned. In addition, residents spoke and expressed their reasons for this request and consideration by the City to help their subdivision with this burden.

Albert Mckimmie, 3603 Golden Gem Rd, spoke about facts for the Council to consider. He said he wasn't in favor nor against the Emerson Park MSBU item. He expressed his concern about the time frame and obtaining the finances to complete this project to bring the private roads up to City standards. He requested the City have more workshops for discussions on certain items.

Trecia Morris spoke about the City being in a deficit and all the rates increasing and she asked if by taking over the Emerson Park roadways will cost City residents more money. **Mayor Nelson** responded no.

Virginia Street spoke about carry forward money and questioned why the City has to get a loan if there's carry forward money? She asked why can we fund it now? **Mayor Nelson** said we are just the conduit for the loan. They are going to have property taxes / MSBUs that they will have to pay. Those MSBU dollars come to the City of Apopka and the City of Apopka will pay the loan. **Blanche** said according to City Standards we cannot pay for private roads. Until the roads come up to our City Standards then we can take over. They have to pay that cost to bring it up to City Standards. **Attorney Shepard** said we are not a lending institution and we are not allowed to be one.

Commissioner Smith questioned if gated communities pay different taxes than non-gated communities. **Mayor and Attorney** answered no.

Blanche said is it the pleasure of the Council to proceed or not to proceed?

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Emerson Park Development – Assessment Project.
- c. **Motion by Commissioner Anderson** and seconded by **Commissioner Velazquez** to approve the Emerson Park Development – Assessment Project.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

- 1. Ordinance No. 3073 – Second Reading – Annexation – Golden Grove
Owner(s): Tim Burchfield, Stacy and Robert Moss
Applicant(s): GL Summitt Engineering, Inc. c/o Geoffrey L. Summitt, P.E.
Location: West of Golden Gem Road and south of Nightshade Grove Lane and Sadler Road
Project: 19.76 +/- acre(s)
Density: N/A
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner

Jean said no changes.

- a. **Mayor Nelson** asked if anyone had any questions for Jean or if anyone from the public wanted to speak about this item.
Albert Mckimmie, 3603 Golden Gem Rd, suggested if the City annexes this property into Golden Gem Rd it then becomes part KPI because it's within the boundaries for the KPI.
- b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve Ordinance No. 3073.

- c. **Motion by Commissioner Smith** and seconded by **Commissioner Anderson** to approve Ordinance No. 3073.
 - d. **Motion carried 3 to 2**, with Mayor Nelson, and Commissioners Smith & Anderson voting aye and Commissioners Velazquez and Nesta voting Nay.
2. Ordinance No. 3067 – First Reading – Large-Scale Future Land Use Amendment – Ondich South
Owner(s): PM S-1 REO, LLC
Applicant(s): Appian Engineering, Inc. c/o Luke Classon, P.E.
Location: Southwest corner of Ondich Road and Effie Drive
Tract: 54.85 +/- acre(s)
Density: 5.97 dwelling units per acre; 326 units total proposed
Transitional District Overlay - maximum of 10 dwelling units per acre
Neighborhood District Overlay - maximum of 5 dwelling units per acre
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner

Jean presented Ordinance Number 3067 as a request to accept the first reading of Ordinance Number 3037 amending the future land use for Ondich South property from County Rural to Mixed Use as well as approve the transmittal to the Florida Department of Commerce.

- a. **Mayor Nelson** asked if anyone had any questions for Jean about this item or if anyone from the public wanted to speak about this item.
Albert Mckimmie, 3603 Golden Gem Rd, spoke about moratorium for development in Apopka. He said we do not need one. We need to look first whether the developments have the school concurrency before any developments get approved.

Commissioner Velazquez asked for the school situation be explained by the Planning Manager Bobby Howell.

Bobby said right now you're considering a future land use amendment. Under the Counties Charter which goes back to the year 2000 there's school capacity. When there's an increase in density for a rezoning or future land use amendment which is what this is, one of the things that are looked at is capacity in the school's system. Every development in here does not have capacity. So, we get something back from the school board that says their deficient a certain number of seats. In this case I think it was at the High School Level that it was deficient. That is one of the things the board can use to make their decision on a Comprehensive Plan Amendment. Concurrency is basically that has to be in place prior to the issuance of a development order. This is not a development order this is a comprehensive plan, land use matter. **Jean Sanchez** said they have failed all three school levels: Elementary, Middle and High School. At capacity stage, the school doesn't determine or take into account adjacent school seats.

But a concurrency they do which means they can accommodate for more students, and with the funds they can mitigate.

Commissioner Velazquez asked if the City has spoken with the school district representative regarding this deficit in the developments? **Jean** responded that staff has only spoken to OCPS staff which is limited.

Luke Classon, Applicant, said capacity at future land use is a snapshot in time of where the schools are right now. The does not consider adjacency. In addition, once you get down to concurrency which does consider adjacency for the adjacent schools, at that joint the applicant has the ability to file for a mitigation agreement with the school. The applicant will coordinate with the school and get a mitigation agreement if there's one required at that time of concurrency. During capacity that's not the right timing for this. At this point we cannot even apply for the concurrency at this time until we move forward.

Commissioner Nesta said the mitigation agreement that you may take is that a price per seat that you have to pay extra into if there is a deficiency? **Applicant** said correct. There can be. There are different types of mitigation agreements.

Virginia Street spoke about with all these developments it's causing a delay in building new schools. The schools need to be built before the schools are overcrowded like in the past. We keep approving new home developments and no new schools are being built to accommodate the increase.

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion approve Ordinance No. 3067 at first reading and carry over for second reading and adoption on November 6, 2024.
 - c. **Motion by Commissioner Smith** and seconded by **Commissioner Anderson** to approve Ordinance No. 3067 at first reading and hold over for second reading and adoption on November 6, 2024.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
3. Ordinance No. 3068 – First Reading – Change of Zoning and Master Plan - Ondich South
Owner(s): PM S-1 REO, LLC
Applicant(s): Appian Engineering, Inc. c/o Luke Classon, P.E.
Location: Southwest corner of Ondich Road and Effie Drive
Tract: 54.85 +/- acre(s)
Density: 5.97 dwelling units per acre; 326 units total proposed
Transitional District Overlay - maximum of 10 dwelling units per acre
Neighborhood District Overlay - maximum of 5 dwelling units per acre
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior Planner

Jean presented Ordinance Number 3068 changing the zoning from County A1 to KPI Mixed Use as well as assignment of transition in neighborhood on lays and approval of the Master Plan for Ondich South.

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

Commissioner Nesta asked if this was an approval of a site plan? Will the site plan come back before Council? **Jean** said the major development plan will come back before Council. This item will come back before Council for second reading. The master plan is an exhibit to an Ordinance and the rezoning itself is in the Ordinance as well as the establishment of the over lays. **Commissioner Nesta** expressed concerns form residents about driveways not being long enough etc. and Jean responded that he is welcome to make those comments on the master plan now.

Luke Classon, Applicant, said per the code it's required to have at least 6 feet. We are exceeding that in our development standards. The development standards that would be adopted with this rezoning would lock us into that. We are stating that the KPI standards are 6 feet and we are acknowledging we are doing 20 feet, typically we do 25 feet, but that is so you don't block a sidewalk. The rear loaded product that does not have sidewalks in back is 20 feet, the front loaded is 30 feet from the garage. We are exceeding KPI code.

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion approve Ordinance No. 3068 at first reading and carry over for second reading and adoption on November 6, 2024.
 - c. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Anderson** to approve Ordinance No. 3068 at first reading and hold over for second reading and adoption on November 6, 2024.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
4. Ordinance No. 3075 - First Reading, Amendment to the Land Development Code to allow outdoor recreation in the MU-D and C-COR zoning districts
Presented by: Bobby Howell, Planning Manager

Bobby presented Ordinance Number 3075 which proposes to permit outdoor recreation as a permitted use in the mixed- use downtown and commercial corridor zoning districts.

- a. **Mayor Nelson** asked if anyone had any questions for Bobby about this item 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 approve Ordinance No. 3075 at first reading and carry over for second reading and adoption on November 6, 2024.
 - c. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Smith** to approve Ordinance No. 3075 at first reading and hold over for second reading and adoption on November 6, 2024.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
5. Ordinance No. 3078 - First Reading - Large-Scale Future Land Use Amendment - Chandler Hills
Owner(s): Orchid Estate HOA Community, Mega GNG, LLC, Jacob Snavelly, 4625 Chandler Road, LLC, Matthew & Deborah Shaw, Daphne Martin, Walter H. Robinson III, Yoo Shik Um Irrevocable Trust, PM-S1 REO, LLC
Applicant(s): Jonathan Huels, Esq.
Location: 2350 W. Kelly Park Road
Project: Chandler Hills
Density: Maximum 5 dwelling units per acre
Project Manager: Bobby Howell, AICP

Bobby presented Ordinance Number 3078 as large-scale future land use amendment to allow for the potential development of 392 single family residences which is not permitted under the current future land use designation.

- a. **Mayor Nelson** asked if anyone had any questions for Bobby about this item or if anyone from the public wanted to speak about this item.
Commission Velazquez spoke about meeting with the applicants regarding this development due to her concerns with the KPI. She understands that this completes the KPI on Jason Dwelley.

Commissioner Nesta expressed his concerns regarding not being able to have direct access to Kelly Park School but he's hoping to be able to get sidewalks to Kelly Park School because right now kids are walking in grass right now and across the street.

Albert Mckimmie, 3603 Golden Gem Rd, spoke about reducing the effect of development on the community we need to be looking favorably on the lower density scales of things.

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion approve Ordinance No. 3078 at first reading and carry over for second reading and adoption on November 6, 2024.

- c. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez** to approve Ordinance No. 3078 at first reading and hold over for second reading and adoption on November 6, 2024.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
- 6. Ordinance Number 3079 - First Reading - Small-Scale Future Land Use Amendment – 2300 W Ponkan Road
Owner(s): Lee Jason Monroe, Lee Cara Dawn
Applicant(s): Jason Lee
Location: 2300 W. Ponkan Road
Project: 2300 W Ponkan Road Small-Scale Future Land Use Amendment
Density: 3.5 DU/A
Project Manager: Jun Sohn, Ph.D.
Presented by: Jun Sohn, Planner

Jun presented Ordinance Number 3079 and recommended acceptance of the first reading and hold over for second reading and adoption.
 - a. **Mayor Nelson** asked if anyone had any questions for Jun about this item 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 approve Ordinance No. 3079 at first reading and carry over for second reading and adoption on November 6, 2024.
 - c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Smith** to approve Ordinance No. 3079 at first reading and hold over for second reading and adoption on November 6, 2024.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
- 7. Ordinance Number 3080 - First Reading – Change of Zoning – 2300 W. Ponkan Road
Owner(s): Lee Jason Monroe, Lee Cara Dawn
Applicant(s): Jason Lee
Location: 2300 W. Ponkan Road
Project: 2300 W. Ponkan Road Rezoning
Density: 5 DU/A
Project Manager: Jun Sohn, Ph.D.
Presented by: Jun Sohn, Planner

Jun presented Ordinance Number 3080 and recommended acceptance of the first reading and hold over for second reading and adoption.

- a. **Mayor Nelson** asked if anyone had any questions for Jun about this item 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 approve Ordinance No. 3080 at first reading and carry over for second reading and adoption on November 6, 2024.
 - c. **Motion by Commissioner Velazquez** and seconded by **Commissioner Anderson** to approve Ordinance No. 3080 at first reading and hold over for second reading and adoption on November 6, 2024.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
8. Resolution No. 2024-31: Establishing Rate Schedules for Building Department
Presented by: John Hanson, Building Official

John presented Resolution 2024-31 provided details and recommended approval.

- a. **Mayor Nelson** asked if anyone had any questions or if anyone from the public wanted to speak about this item.
 - b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion approve Resolution 2024-31.
 - c. **Motion by Commissioner Smith** and seconded by **Commissioner Anderson** to approve Resolution 2024-31.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
9. Resolution No. 2024-36 - Approve and adopt the new flag design for the City of Apopka.
Presented by: Stephen Cribb

Stephen presented Resolution 2024-36 and provided details regarding the new flag design created for the City of Apopka and was voted on by the public and received the majority vote. The artist of the design of the new flag was present and spoke and explained the symbolisms of the new flag design.

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

Commissioner Anderson asked how the judges were selected for the voting. **Stephen** responded that they were selected based on their expertise and their professionalism in the area. There was a mural artist that has done work for the City before. There was a graphic designer that works for the City that was on the panel and then a couple others from design schools. There were three members total. Commissioner Anderson asked if someone was able to vote more than once. **Stephen** said no. You had to put in your email address, a new email address every time you vote.

Commissioner Velazquez spoke about her thoughts initially when she saw the flag but then it changed positively once the symbolism of the flag was explained and how it made sense to her.

Commissioner Anderson expressed her thoughts of initially seeing the flag without explanation of what it stood for that it did not represent the City of Apopka in her opinion.

Commissioner Smith spoke about the criteria for the flag and that the flags couldn't have words. He felt like the criteria that was required was met for the new design.

Commissioner Nesta requested a list of the judges on the panel to understand who it was created by etc. He also requested Stephens presentation that was presented at this meeting since it was different from the agenda packet.

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion approve Resolution 2024-36.
 - c. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez** to approve Resolution 2024-36.
 - d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.
10. Resolution No. 2025-01: Amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.
Presented by: Blanche Sherman, Finance Director

Blanche presented Resolution 2025-01, a budget amendment in the amount \$8,550,700 dollars. She advised item #1 is related to the creation of the foreclosure fund account that we discussed at the last Council meeting in the amount of \$50,000 dollars this is to help cover the filing fees for the foreclosure cases on behalf of the City. Each case estimates to be approx. \$2,500 dollars. Item #2 is related to NW Recreation center water reclaim reclamation facility expansion in the amount of \$5,100,700 dollars which is the contract award with the contingency amount. Additionally, we have been experiencing expenses as a result of the hurricane Milton and we are estimating those expenses to be approx. \$1.7 Million dollars. Those funds will have to be transferred from the general fund into our grant fund. We are anticipating reimbursement from FEMA. That includes structural restoration, debris removal, Thompson Consulting who will monitor the debris removal, and tree removal.

Commissioner Anderson said in regards to Thompson Consulting. Their consulting fee is \$200,000 dollars? **Blanche** responded yes. Blanche provided a breakdown of what that company is doing for \$200,000 dollars.

Mayor Nelson said you have to hire a contractor to do the work and you have to have a second contractor that monitors the work being done for verification. **Commissioner Anderson** wanted to know how this contractor was selected since there wasn't an RFP. Blanche responded that she believes this was a piggyback contract and she will provide Commissioner Anderson with the RFP information.

Commissioner Nesta said his question is in reference to the Wekiva Glen, Brook Forest Ct. That's a gated community with private streets. This is in reference to the structural restoration. The resurfacing of the water main collapse.

Deodat Budhu, Public Services Director, said even if it's a private street like this one it is still the City's responsibility since it's our water main. We will be fixing the water main, street and water else was damaged due to the water main collapse. Hopefully we will be reimbursed by FEMA for that as well.

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

Rogers Beckett expressed his concerns regarding emergency response preparedness plan for Apopka. He spoke about miscommunication before the storm came and we need to have a system that informs City residents of important information during emergencies.

Leroy Bell, asked if the construction was for citizens or is this just for the City property? **Mayor** responded that it is for the citizens. He spoke about lots of debris still in the community Maudehelen. He asked where the money being requested tonight is coming from. **Blanche** responded the general fund reserves with the intent that FEMA will pay the City back.

Sylvester Hall, 3901 Rolling Hills Ln, spoke about the City not having a solid emergency response plan in place when we have critical storms. Spoke about poor leadership and effort from the City.

Angelica Jones, 2170 Wekiva Village Ln, she came with many Wekiva Village residents due to their small townhome community being flooded after Hurricane Milton. She advised 3 of either City or County ponds caused significant water to encroach and saturate their roads, sidewalks, driveways, and yards. She said the water began to rise about an inch an hour. Each day its continuing to rise and extending outwards into their community. Today is the 7th day that the water continues to rise. She said 6 of the townhomes have been without power since Friday and they will not be granted access to the electricity until the rising water subsides. Officials confirmed to these residents that the rising water problem is a result of pumping into the ponds in the

community. She said that every time someone comes out to their community they tell them they do not know what to do or how to stop the rising water. If the water continues to rise they risk losing the Southwest side of the community due to the Southwest boundary experiencing erosion. She said their lift station is compromised and if it keeps taking on water they will have sewage backing up into their homes. She said residents have spoken to the City of Apopka, Seminole County, and Commissioners. All of these municipalities have some part in what needs to be done to help their community. She said that Orange County stated that it would provide an Emergency Proposal to address this issue to the City of Apopka today. She asked if anyone had a status on whether or not that Emergency Proposal was submitted.

Mayor Nelson answered Yes.

After much discussion between several residents of Wekiva Village, Mayor, Commissioners and Staff agreed to provide a solution to this matter by noon to following day.

- b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion approve Resolution 2024-35.
- c. **Motion by Commissioner Anderson** and seconded by **Commissioner Smith** to approve Resolution 2024-35.
- d. **Motion carried unanimously**, with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

CITY COUNCIL REPORTS

Commissioner Nesta gave thanks to the First Responders and staff for what they did for our community last week in preparation for the hurricanes. He spoke about handing out sandbags and how it was quite an effort. He spoke about minutes for the workshop and the time listed online being incorrect so he requested clarification on the time the workshop will be tomorrow which was voted on and confirmed to be 6:00 pm as reflected in the minutes that were approved. He asked if we have an overall plan to fix the flooding and failing infrastructure within the City. He spoke about the failed pond at Martin Street and Lake Avenue. **Mayor Nelson** said some of the issues that have occurred and failed have never happened before so we will address the problems moving forward. We can only do certain things. **Commissioner Nesta** said the failed ponds are big deals because they are failing and they are costing the homeowners money, they're costing the City additional money to budget for this as its emergency preparedness which most people have spoken about and mentioned.

Commissioner Smith said he went out to Wekiva Village and said that they definitely need help. He spoke about the Oasis has flooding from the pond as well so something needs to be done in that location as well. He said the Hope Community Center activity that they had last week after the hurricane. It was very well attended and filled with lots of

information. At the Heart and Soul Festival they presented Lisa Williams with the Heart and Soul 2024 Servant Award.

Commissioner Velazquez said the flooding issue was address which was the main thing she wanted to discuss. She gave thanks to the first responders. She appreciated getting the Emergency Response Teams information and the information that was provided by the City Administrator. She said after the storm they didn't receive too many updates which she thought that was important for them to know. She spoke about Sylvester Hall's email regarding public comment that was addressed directly to the Mayor. He was asking to have the public comment brought back to the beginning of the meeting. She said she responded and said that at this point it would be at the consideration of the Mayor. It has been brought twice as a motion and twice its failed.

Commissioner Anderson said she wanted to thank the first responders and that they all have her support. She said she has been meeting with residents and helping them apply for FEMA. She provided her office hours and said they're on her Facebook Page. She will assist helping residents fill out their FEMA forms.

CITY ADMINISTRATOR'S REPORT

Jacob Smith said nothing to report.

CITY ATTORNEY'S REPORT

Attorney Shepard said nothing to report.

MAYOR'S REPORT

Mayor Nelson said the workshop is tomorrow that will start promptly at 6:00 pm. He gave thanks to the first responders and also included our public works department for the public services before, during and after the storm and all their efforts. He said we have had an issue with the City's debris removal company. They were supposed to start tomorrow, but due to unforeseen circumstances they will not be picking up debris until Monday. Debris can only be tree limbs. It can't be anything except tree debris, not construction debris. Saturday Sounds starts on Saturday so come out the Amphitheatre from 5:00 pm to 7:00 pm. Bring a cooler and a lawn chair if you'd like.

PUBLIC COMMENT

Leroy Bell, 2308 Blue Meadows Ct, gave thanks to the Fire Department for doing such a great job. He gave his condolences to all the people that lost their lives during the storm. He spoke about the overage of \$25 Million dollars in Synovus that needed to be moved. He felt like if we had this overage of money that we should've had a better response than we

did to this hurricane. He spoke about the failing ponds and that we shouldn't have these problems. He requested that the City money be used on City people.

Sylvester Hall, 3901 Rolling Hills Ln, spoke about good people sitting around watching bad things happen and not doing anything about it. They won't speak up or speak out and say its wrong. Its just that simple. When you normalize the abnormal we desensitize the truth to the point that the truth doesn't matter. Spoke about all the things that matter. Spoke about the forensic audit needing to be done. Spoke about citizens continually coming to the meeting and nothing being done about the things that need to be fixed in our community. Requested a different course of action by the City Council.

Virginia Street spoke about no longer being able to feed the homeless in the park. She said they were unable to find a place to feed the homeless as they were unable to secure any place or church that would allow them to do so. She said they were able to do it at an abandoned gas station. Due to Milton impacting a lot more people other then just the homeless they were able to feed 3 times more people than they normally do. They are still working on finding a place. She spoke about the City not have an emergency response team for after storms etc.

Albert Mckimmie, 3603 Golden Gem Rd, spoke about the last City Council meeting when Sylvester Hall asked the City Attorney a question which was is there a mechanism in place where the public can organize a forensic audit. Albert continued to say that if you go to section 5.05 in the Charter is discusses how the public can implement an Ordinance. We need 25 percent of the number of voters who voted in the last election. In this section is just says 25 percent to petition and doesn't specify a certain type whether City residents, voters, or non-City residents. He spoke about not needing too many people to get a petition signed to request a forensic audit. He spoke about Golden Gem Road and the pond issues.

Rogers Beckett, he spoke again about residents having a mechanism that will get information out to them about what's taking place in the City. Information such has hazards within the City and emergency information for residents to make them aware especially before and after storms or natural disasters. He mentioned public comment and he wasn't in favor of it being at the end of the meeting and the live feed being cut off from the public to view.

ADJOURNMENT

The meeting adjourned at 11:09 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 CIP Plan Workshop Meeting held on October 17, 2024 at 6:00 PM, in the City of Apopka Council Chambers.

Present:

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE: Commissioner Smith provided the Invocation, led in the Pledge of Allegiance.

PRESENTATION

1. Review, Consideration, and Approval of Major Projects (Police, Fire, and Recreation Impact Fee Funds) to be included in the City's Five (5) Year Capital Improvement Program (CIP) For FY2025-FY2029

Presented by: Blanche Sherman, Finance Director

Blanche said tonight we are going to give you an overview of some of the major projects in our Police, Fire, and Recreation impact fee funds. This will allow you to provide your input on how the City would like to proceed with these projects and the potential impact they may have on the impact fees associated with these funds. The first one to be discussed is the Police fund.

POLICE DEPARTMENT

1. FUNDING SOURCE: IMPACT FEES / HISTORY

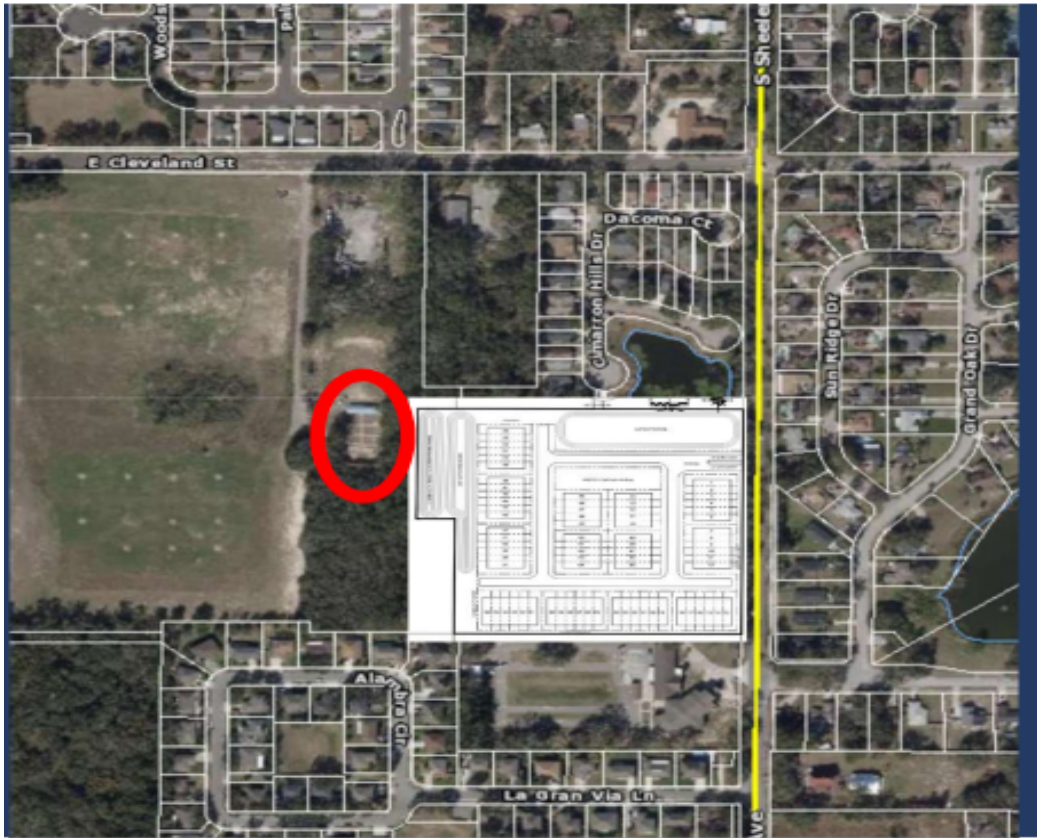
Chief Mike McKinley said his presentation will provide an overview of the critical improvement needs of the Police Department. He said his aim is to equip you with the necessary information to understand to understand why increasing impact fees is essential for the Police Department, the City, and most importantly our residents. The City did not begin collecting Public Safety Impact Fees until 2016. Between 2000 and 2016, with these fees being collected, it resulted in a missed opportunity of over \$6 million dollars in revenue. In addition, the failure to collect these fees contributed to a significant shortfall in

funding, which could have been used to help finance the facilities currently required by the Police Department.

2. POLICE TRAINING FACILITY

Chief McKinley said estimated cost for the Police Training Facility is approx. \$52.2 million dollars. The current training facility, Gilliam Training Center has become too small due to increased staffing needs of both the Police and Fire Departments. The Fire Department has expanded its training programs, requiring more space both inside and outside the facility. Due to the growing residential areas near the firearms range, use of the range is generally restricted to Monday- Friday 8am to 5pm limiting low light or night shooting. When this type of training is necessary and critical for new officers it must be done at an off-site facility, if available, at Shoot Straight. In addition, the department has been unable to locate a law enforcement vehicle operation facility for emergency vehicle training. This training is critical for officers to operate vehicles during emergency responses, which is required every 2 years to reduce accidents and liability. Classroom space at the Gilliam Training Center has become insufficient for increased training needs. This limited space also impacts defensive tactics training which was previously conducted in the classroom. The current simulator used for training is outdated, lacking advanced training scenarios which are essential in modern law enforcement. Having a dedicated training center would allow both departments to conduct all necessary training without the Police Department relying on the availability of external agency facilities.

The Police Chief provided a slide that highlights the planned development directly east of the current firearms range. The rear of some of the homes will be located approx. 242 feet from our first shooting lane. You can see how close that subdivision is going to be. The developer initially had their retention pond there and when it comes to DRC I am going to request that they redo their layout. They've moved their retention pond up to the front because apparently that's the way the property drains. I don't think that we can have a home 242 feet from one of our firearms shooting lanes. That berm on that side of the range is not up to NRA standards. We will have to do something to improve that berm on that side to ensure that we do not have a round go outside of the range.



Chief McKinley said that with a new Police training facility it will provide an indoor firearms range, Law Enforcement vehicle operations facility, advanced training simulator and virtual training simulation, canine training facility, defensive tactic training room, SWAT training course, training classrooms, fitness course, and training staff offices.

3. PUBLIC SAFETY ADMINISTRATION COMPLEX

Chief McKinley said estimated cost for the Public Safety Administration Complex is approx. \$54.5 million dollars. The current Police Department building which was converted from an old furniture store over 30 years ago is no longer suitable to accommodate the department's growth and operation needs. Over 52 sworn officers have been added to the department bringing the total to 128 sworn personnel, with an authorized number of 142, and 15 civilian staff. Every available office space is fully utilized. The department is expected to expand further due to the City's continued rapid growth yet there is no space to accommodate additional personnel or resources.

In addition, the building has been tented and treated at least twice for termites and the full extent of the structural damage caused by termites remains unknown. The building has ongoing issues such as a leaking room and air conditioning problems which continue to disrupt operations, underscoring the need for a more modern and spacious facility.

The current Communications Center is facing significant challenges and limitations that affect its ability to support the growing needs of the City and the departments it serves. The center is fully built out. There's no additional space to add additional dispatch consoles or 911 call-taker positions. The center currently handles dispatch services for the Apopka, Maitland, and Eatonville Police Departments, as well as the Apopka Fire Department. Parking is insufficient for both the firemen assigned to Station 1 and the dispatch personnel. Additionally, the equipment and technology in the communications center are outdated which may affect operational efficiency and response times. As the City continues to grow additional staffing will be required which cannot be accommodated in the current facility. There is no dedicated breakroom or lunch area for employees forcing them to take breaks and eat in the current communications center adding strain on. The need for updated facilities is urgent. The Police Departments facilities have not been updated nor have any new ones been built in over 25 years. We are currently in the architectural and design phase for the Public Safety Building. The costs are significantly higher than originally anticipated. The requested increase in impact fees is essential to help cover the expenses of this facility. We have allocated \$100,000 dollars in the current budget to complete the needs assessment for the Training Facility. It is critical that we proceed with the increase in impact fees to help cover the cost of these facilities and alleviate some of the financial burden on our current residents. The need for these facilities arises from the City's significant growth over the past decade as well as the expected future expansion. By increasing impact fees, the cost of constructing these facilities will be more equitably shared between both current and future residents. Chief was present for questions.

Mayor Nelson asked if anyone had any questions for Chief McKinley.

Commissioner Velazquez questioned how a residential community was developed behind a shooting range or how the City allowed it. **Chief McKinley** said they are staying within their land development rights. Commissioner Velazquez asked if the Police Department has considered using Camp Wewa for some of the training. **Chief McKinley** said they would have to clear a lot of Camp Wewa property to put a building there. We have as I have proposed in my budget presentations the last 2 years, we have 10 acres right next to where the Gilliam Training Center is now. We can turn over the Gilliam Training Center there over to the Fire Department and on the 10 acres right next to it which is just behind the dry retention pond, build the Police Facility so that all of our training facilities are there and they're also shared amongst each other if we locate it on that property. This would be a shared benefit to both the Police Department and Fire Department.

Mayor Nelson said are any of the facilities that you're looking to build able to be rented out to other agencies if needed? **Chief McKinley** said are we going to rent them to cover the cost of the facility? Absolutely not. Could we rent them to have an income coming in to for the upkeep of the building? Absolutely. Our range currently is used by Windermere at times, Oakland, Ocoee, etc.

Commissioner Smith said we are talking about building Station 7 out at Kelly Park. Is there going to be a need for an additional sub station for the Police Department? Should that be included in this? **Chief McKinley** said there will be eventually. I think that we can make it through the build out. I think we can push that out past the need of the training center. Initially I had the sub station up to the north in my presentation to work on, but a training facility because of our range condition and the size of our agency, the size of the Fire Department is taking precedence over that substation to the north. Eventually yes, we will need a substation.

FIRE DEPARTMENT

1. FUNDING SOURCE: IMPACT FEES / HISTORY

Chief Wil Sanchez said he's presenting two major projects contributing to the higher proposed impact fees. The Public Safety Administration Complex (Fire Department allocation which cost \$32.3 million dollars and Fire Station #7 purposed for the Northwest section of the City estimating to cost \$6 million dollars.

The Fire Department did not start collecting fees until 2016, due to this delay in collecting the impact fees over \$6 million dollars was not collected. The failure to collect these fees has contributed to a significant shortfall in funding, which could have been used to help finance the facilities currently required by the Fire Department. The current Fire Department building was dedicated as the Emergency Operating Center Police and Fire Station in 1966. The building can no longer accommodate the department's growth and operational needs. In 2006, Fire Station 1 received an addition of a second story for personnel sleeping quarters and a remodel to the downstairs. However, over the past 18 years the department has expanded beyond the capacity of the current facility. Parking is shared with several department employees so parking is insufficient.

Fire Station 1 has no more room for expansion. Fire Administration has multiple staff sharing offices. The apparatus bays have been modified to maximum height to fit current apparatuses. Some vehicles do not fit due to the height and spacing available. There are NFPA recommendations for fire stations that cannot be achieved with our current limitations.

2. FIRE DEPARTMENT STATION #7

Chief Wil Sanchez said the approx. cost is \$6.0 million dollars. This fire station is a must as the City continues to grow. Under the contract agreement terms, the department provides aid to the Station 29 contract area of Orange County and mutual aid to Lake and Orange County. The service demands continue to increase as more new homes and commercial buildings are built and the population of a specific area increases with our City. Station 7 marks a crucial improvement for accommodating the expanding population on the City's northwest region. Fire Station 7 will provide fire and emergency medical services to the designated area. It will adhere to industry standards and responses of NFPA 1710, create space for future growth of the department, and is an investment in the safety and health of our community and its residents.

Commissioner Velazquez asked how many additional fire fighters have been hired recently. **Chief Sanchez** responded and provided information on the number and how many personnel are housed at each fire station. Commissioner Velazquez asked if we have allocated anything in our budget to make sure that you retrofit any of the fire station housing. Are we doing that? **Chief** responded yes, we are working with facilities as far as this is something that all of the stations have had huge improvements. Commissioner Velazquez asked if there is a location for Station 7 yet and Chief advised that they do not have a piece of land yet that is allocated just yet but that they are looking for a piece of land on the northwest side of town, somewhere in the KPI.

Commissioner Nesta said is there an algorithm that can be built or created that will show us the best response times and meet NFPA Standards. Does that have to be done once the KPI is built out? Or can we do it as if it's built out? **Chief** said as if it's built out. The study will look at our current stations right now where they are located out. In future growth they will look at other areas where you should position and then based off of what our operations are with our tower trucks. We have a new tower truck coming next October. It will be housed at Station 5. Hopefully with the plan of Station 7 and that algorithm we can make that data driven decision. Should we house it permanently at Station 5 or should it be going to Station 7? **Commissioner Nesta** asked in reference to the Safety Complex, with those plans that are years old now and the way that it sits, does that give you enough space to grow into? Or is it at capacity and not what we need 10 years from now? **Chief** said with the plans that were presented before we met with the architect again it was at capacity. Speaking with the architect the day that you guys moved forward with putting that through he explained to myself and Chief McKinley within the 90-day period as far as him moving forward he'd get back to us to look at our needs assessment to make sure everything is caught up to date. Originally, I think they put that together in 2022 and we've outgrown that and there's some limitations with the space that was allocated for. **Commissioner Nesta** asked what the update is for Station 6. **Chief** said Station 6 is coming along. They are a little bit ahead of schedule. We are still on schedule. **Commissioner Nesta** said so May 2025, not for sure but confident. **Chief** responded yes.

Commissioner Smith said in the \$6 million dollars that you have appropriated for Station 7, does that include the acquisition of land as well for that station? **Chief** responded no sir. That is just for the build out of it. **Commissioner Smith** asked if the City owns in land in the area currently? **Chief** said we do not know just yet.

Mayor Nelson said we have a commitment, not a formal commitment, but Orlando Health is giving us commitment to carve us out enough land on their property to put a fire station.

Commissioner Nesta said I just want to make sure that's in the algorithm that you guys are tracking to make sure its in the right location. Its nice that we have land being donated, but we need to make sure for response times and serves are residents best.

PARKS AND RECREATION DEPARTMENT

1. LAND ACQUISITION FOR LOS MAINTENANCE: \$20.2 MILLION DOLLARS

Radley Williams, Parks and Recreation Director said he will go over the larger projects that were purposed in the Capital Improvement Plan for impact fees. Land Acquisition for Level of Service Maintenance. We utilize the National Recreation Park Association agency performance review. They do that annually. It looks at agencies throughout the country. They will break down a slew of data, sizes of facilities, types of facilities, number of facilities, and then they will benchmark it against similar sized communities. A typical parks and recreation agency currently have \$10.6 acres of park land per every 1000 of residents. That is the current level of service. Our current comprehensive plan calls for a level of service of 3 acres per 1000 residents and we are currently achieving right around that 7.8 mark. We are out performing the established level of service but we are falling behind in the National Standard for levels of service park acreage.

Commissioner Velazquez said 10.6 acres per 1000 residents? **Radley** confirmed. We are currently at 7.8 acres based off of the latest April population data provided by Community Development.

Radley continued, when you look at the parkland throughout the City, the northern area of the City has the majority of parkland which is 307.69 out of 479.73 acres. With continued growth and development additional parkland will be required to achieve the 10-acre level of service for 1000 residents, with a focus on the southern and middle portion of the City to boost those areas.

2. AQUATIC FACILITY / POOL: \$20.0 MILLION DOLLARS

Radley said for the National average for 60,824 residents they call typically 1 aquatic facility. Right now, we have 1 pool at Camp Wewa. It's a 184,742-gallon pool and has a maximum capacity of 130 people, but it's a camp pool it does not provide an aquatic facility service. Its not equipped for recreational style swimming as we've mentioned in the past. Minimum depth of the pool is 5 feet so it poses a challenge to new swimmers

and smaller people. Amenities lack as there are no showers or restrooms at the pool deck. We have no pool operations. Parking is limited and there's no bleacher / seating areas.

3. ADDITIONAL ATHLETIC FIELDS NEEDED

Radley said there are additional athletic fields needed. The fields are broken down into two types of fields: Baseball / Softball Fields (\$16.8 million dollars), Diamond Sport Fields and Soccer / Multipurpose Fields (\$10.0 million dollars), Rectangular Fields. Based on 2024 data, the average Nationally is 3,675 residents per Diamond field. Our current Apopka field inventory is 14 Diamond fields. We need 16 to meet the National average so we are deficient by 2 fields. If we are awarded the TDT Grant that will award us 4 additional Diamond fields. If we are looking towards the future with growth we will quickly fall behind on that. Additional multipurpose Soccer fields. The average Nationally is 4,070 residents per Rectangular field. Current Apopka field inventory is 17 Rectangular / Multipurpose fields. National average would be 16 for our current make up, which we are surplus 1 field but with growth in population we will quickly need more field space. We are adding 6 additional fields to begin construction at the Northwest Recreation Complex so I included that number which would cover an additional 28,490 new residents.

4. ARTIFICIAL TURF FIELD CONVERSIONS: \$15.0 MILLION DOLLARS

Radley said artificial turf field conversions there's some basic positives to at least having some of the fields in inventory. It increases year-round playability of athletic fields. You still have to maintain the artificial turf fields but its much less impact on the schedule and also reduces the number of rainouts due to weather conditions. The current budget estimate is \$1.25 million dollars per field excluding lights. It would be approx. \$2 million plus with lights. With the amount requested we can get approx. 12 new artificial turf athletic fields without lights, cut that in half if we would do them with lights. We would have a mix of the two types of fields. **Radley** was available for questions.

Mayor Nelson asked if anyone had any questions for **Radley**.

Commissioner Velazquez asked if the fields are for organized teams or can any residents walk up and use the fields? At Kitland Nelson that's what I see, its no organized its open play. Do we have that ability at Northwest Recreation Complex? **Radley** said NW Rec is more organized play and sports teams, practices and games. That would be a consideration in the master planning process for the parks system to have those different levels of fields. Currently the NW Rec has open play fields.

Commissioner Velazquez asked about the pool and it being at Camp Wewa. **Radley** responded that the pool doesn't have to be at Camp Wewa. **Commissioner Velazquez**

said she felt that we should have a centralized aquatic facility that would benefit both Apopka on the South side and the North, East, and West. Keeping it at Camp Wewa would limit the ability for just residents to come with their families and use the pool. **Radley** said the location would be determined in the master planning process. He spoke about potential locations where a community pool could be placed but did not have a definite location. Nothing has been committed at this time. **Commissioner Velazquez** asked if this is going to be on the 5-year plan. **Blanche** responded, that's the purpose of these meetings. We are trying to build that 5-year plan right now, but as we build that plan we are also trying to share with you the impact that it can have on funding those plans. From a Police impact fee, Fire impact fee, and Park and Recreations impact fee. That's the objective here.

Commissioner Nesta said the land acquisition is \$20.2 million not to renovate Dream Lake Park or anything like that? It's exclusively to purchase more land to use for parks? **Radley** said correct, to purchase more land for parks to get us to that purposed new 10 acre per 1000 residents. **Commissioner Nesta** said we budgeted some type of plan to look at or retool the Camp Wewa pool, that would still move forward if we do an aquatic facility? **Radley** said if we are looking to do an aquatic facility then that could change the shape of that, lessening the scope of the Camp Wewa pool and make that just a camp pool. **Commissioner Nesta** said in regards to the artificial turf, according to the City Code we don't allow residents to put turf in their yard. I feel its not fair to our residents. **Radley** said I think that would be a discussion for Community Development.

5. IMPACT FEES BASICS, LEGAL CONSIDERATIONS, EXTRODINARY CIRCUMSTANCES REQUIREMENTS, THE FEE CALCULATION METHODOLOGY, MAJOR ASSUMPTIONS, AND EXISTING AND CALCULATED FEES. (Henry Thomas and Shawn Ocasio with Raftelis)

Henry Thomas with Raftelis said they're going to talk about impact fees and what they can do towards your aspirations. Impact fees are a charge to new development to pay for their share of the increasing capacity and needs for municipal services. In this case we are talking about Police, Fire, and Recreation. The fees have been governed largely by case law for the last 50 years. In recent years the State stepped in implemented a Florida impact fee statue, and that statue has been updated many times and it's become more difficult to use this as a funding source because of those updates and there's more steps we have to go through. One of the things that is both in the case law and the statues is that the fees must be reasonably equitable to all parties and there's a dual rational nexus. To develop the fees, we have to demonstrate the projects that are going to drive that fee and then when we collect the money we have to spend the money on the projects we put in the fee. An important aspect of that is that when you look at the case law and you consider where we're at in time is that we cannot ask new growth to pay for a higher level of service than the existing customers are paying

for. We can have a higher level of service, but that has to be shared equally between new growth and existing as well. When we choose to do the projects, we are committing to the projects. Otherwise we are charging new growth for something they didn't get. Then we would be challenged or subjected to refunding the fees if we do not commit to these projects. One of the things that the Mayor mentioned at that last meeting was that we have to give 90 days' notice. We have to adopt the fees and then we can't charge them for 90 days. There's a lag time in being able to collect the revenue there. In the past, they said specifically in the statute that the Government has the burden of proof in any challenge, not the challenger. If we are going to increase impact fees, any increase up to 25 percent has to be phased in over 2 years. Any increase over 25 percent is capped at 50 percent and has to be phased in over 4 years. If we want to increase our impact fees from \$1,000 dollars for a particular service to 2,000 dollars, the statute only allows us to go to \$1,500 dollars and we have to take 4 years to do it. Essentially what its saying is we are only going to increase them to 12.5 percent a year. They did allow for a work around on that and it's called extraordinary circumstances. What that says is that we can implement the fees and go beyond the phase-in limitations and implement them immediately under the following circumstances. There has to be demonstrated need study and it has to justify an increase in excess of the fees and limits we talked about earlier and its expressly demonstrates the extraordinary circumstance necessitating the need to exceed the phase-in limits. The statute doesn't say what that is. It just says there must be this study.

We have to be careful to balance need versus aspirations because a new aquatic center may not, if you get challenged, be demonstrated to be an essential extraordinary need that you have to have right away and you have to phase towards it, but a Police substation or a new Fire station, could easily be shown as a demonstrated need. I don't know where the Administration facility fits into that, the training facilities, those are facilities we see and really first class cities, Id love to see the City get it, but you're going to have to make 2 public hearings, its going to have to be by a 2/3rd vote, and you will have to make the finding that these extraordinary circumstances exist and the needs have been demonstrated that these are essential.

The fee calculation methodology and calculated per household. We have different factors for multifamily household. We have factors for different kinds of businesses and its presumably based upon the demand for services. Example is the Recreation impact fee isn't paid for by Commercial but the Police and Fire certainly is. We look at call data. We look at square footage. We look at a lot of things. We looked at projected growth through 2050, which we are projected to have a population of 92,000 residents. See slide with details below.

Major Assumptions

- Historical population growth of approx. 2.5%
- Projected population growth through 2050 of approx. 1.7%
 - 2023 population of 58,293 projected to increase to over 92,000 by 2050
 - Note: Prior study assumed buildout population of 120,000+
- Existing investment in capital assets and Level of Service (LOS) by department
 - Police – \$10.7 million / LOS – 2.26 officers per 1,000 population
 - Fire – \$18.6 million / LOS – 5 min 20 sec @ 90%+
 - Parks – \$24.9 million / LOS – 3 acres per 1,000 population
 - Achieving LOS of 8+ acres per 1,000 population

He went over slides explaining the Existing and Calculated Police Impact Fees, Fire Impact Fees, and Parks and Recreation Impact Fees. In addition, he provided slides showing The Capital Improvements and Fee Impacts for the Police Department, Fire Department, and Recreation Department. He was available for questions.

Mayor Nelson asked if anyone had any questions for Henry or Blanche.

Commissioner Anderson said I have a question regarding the demonstrated need study. Have we started that study yet? **Thomas** said for each of the departments we have a different study. Answer was it hasn't been done yet.

Commissioner Smith said asked if Thomas would go back and give the figures again of what the impact would generate per year as to what it would cost us. **Thomas** reverted back to provide the information. He said its \$15.5 million dollars in debt service and at the maximum fee you would get approx. \$4 million a year. The statutory fee the end of 5 years you'd get a little over 2 million a year. There's a pretty big gap there. You will still have a significant gap between what the impact fees can fund and what it's going to cost to implement these new infrastructure needs.

Commissioner Nesta asked what the Fire Department's? The debt was \$2.79 million and the revenue at the phase-in was \$761,000 dollars and at the maximum is was \$913,000 dollars. Those phase-ins are not year 1, 2, or 3, that's year 4. That's after 3 years of 12.5 percent increases. Some of them you will have to keep phasing them in and the other thing

the statue says is that you can only do a study once every 4 years. We would update it and see where we are then and extend out the phasing if we need to. If you choose extraordinary circumstance we've got it done. We have to base the fee on real projects.

Thomas advised that he would verify the numbers and create a spreadsheet send it to Blanche to provide to all the Commissioners.

Commissioner Nesta requested that the presentation be posted on the website so its viewable by the residents and also be emailed to the Commissioners. He said if our needs change or our costs change for a project we are on the hook for that? **Thomas** said you could scale back the project. Also, in 4 years you can update the study. If it goes from 20 million to 35 million dollars today you can't update the fee for 4 years but you could scale back the project. **Commissioner Nesta** said if I find extraordinary circumstances I can go as high and as fast as I want to implemented. **Thomas** said is that calculated fee. In the table that one that says calculated fee. That means you can adopt them immediately. You can adopt the calculated fee immediately. **Commissioner Nesta** said am I able to designate some of the projects within each department as extraordinary circumstances? And some as not? Or is it all are or all are not? **Thomas** said I think its an all or nothing proposition, because it's a single fee. If you choose to change the plan you can do that, but for the fee to stay where it is it has to be something of equal value. You're not locked in forever to a plan if circumstances merit something different. **Commissioner Nesta** brought up the water and wastewater impact fees discussed during budget reinstituting them even though a water and wastewater study recently within the last 2 years. **Thomas** responded that there is an argument to be made that they are exempt from this statue. I will leave Attorney Shepard to discuss that with you more. **Commissioner Nesta** said I think that is definitely something to look into for the water and wastewater.

Blanche said that Attorney Shepard said that night he was not available for tonight's meeting. She shared the impact and stated that there's some major decisions that we need to make here. They do not have to be made tonight. We have to come back with the water and the wastewater. Basically, what I'm trying to do is complete the 5-year CIP plan. It's a part of the budget process so that's what I am trying to do. Also, we were are working on these 4 studies at the same time and the basis of those studies is the 5-year plan. I don't want people to think that because it's in the plan that it's truly funded. **Commissioner Nesta** said it's hard for me to make a decision tonight because it's unknown if it's even financially feasible.

Commissioner Velazquez said FY 2025 has been adopted. **Blanche** said that's correct. **Commissioner Velazquez** said this CIP Plan is for 2025 through 2029? **Blanche** responded correct. The first year is the FY 2025, the last year is 2029.

Commissioner Smith said the new Administration building that we are talking about, it's not funded? **Blanche** responded its already in the fee back in 2016 at \$25 million dollars, at

that time. We are using those funds, Police and Fire impact fee funds to pay for the design and everything associated with the Public Safety Building. Remember that we came to you in January of 2024 with a reimbursement resolution for those purposes that included the Public Safety Building, Fire Station 7, and some Parks and Recreation projects too. It was \$100 million for Public Safety Building, \$15 million for Fire, \$20 million for Parks and Recreation and another \$10 million. We are trying to align things, but what we are sharing with you now is the impact of that. As we develop our plan it may not necessarily be funded. In short, we need to find \$11 million dollars annually. **Commissioner Smith** said this is not delaying the construction of the..... **Blanche** responded not at this time. **Commissioner Velazquez** said we are still moving forward with the Public Safety Building? **Blanche** said yes, we are. It's already in the fee.

ADJOURNMENT

The meeting adjourned at 7:31 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: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 1476 Harvey Circle

REQUEST:

Execute Release of Lien - 1476 Harvey Circle

SUMMARY:

On February 18, 2020, the City of Apopka rendered an Order Finding VICTOR GONZALEZ & NORA SOSA, the owner of the property at 1476 Harvey Circle ("Subject Property") in violation of Section 308.1, of the International Property Maintenance Code and Article 2, Section 2.02.01(7) and Article 5, Section 5.1.5(A-4) of the Land Development Code. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day, per violation was imposed starting on March 19, 2020.

On October 24, 2024, VICTOR GONZALEZ & NORA SOSA, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Two Thousand (\$2,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Settlement Stipulation - 1476 Harvey Cir
2. Affidavit of Compliance - 1476 Harvey Cir
3. Release of Lien - 1476 Harvey Cir

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Complaint No. 19-00610

Petitioner,

Address: 1476 HARVEY CIR
APOPKA, FL 32712

v.

Parcel ID: 31-20-28-0280-00-050

VICTOR GONZALEZ &
NORA SOSA

Respondents,
_____ /

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents Victor Gonzalez & Nora Sosa enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of Two Thousand (\$2,000.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property address 1476 Harvey Cir, Apopka, FL 32712.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

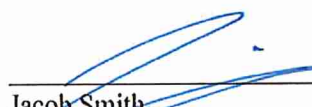
or other authorized City codes and ordinances by Respondents occurring subsequent to the execution of this Stipulation.

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

Dated this 24 day of October, 2024.

Petitioner:

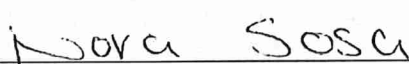
CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net



Jacob Smith
City Administrator

Respondent

Nora Sosa
1476 Harvey Cir
Apopka, FL 32712



Signature



Print Name

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 19-00610

ADDRESS: 1476 HARVEY CIR

PARCEL ID:31-20-28-0280-00-050

vs

Respondent(s)

GONZALEZ VICTOR

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **2/18/20** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **3/19/20**
3. That re-inspection was performed on **4/06/20** and was in compliance.

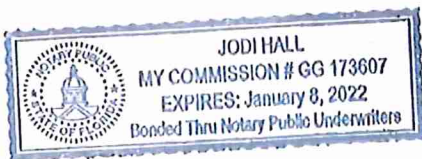
FURTHER AFFIANT SAYETH NOT.

Dated this **4/06/20**

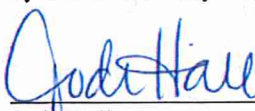

Bernard Jeanty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **4/06/20**
take an oath.



by Bernard Jeanty who is personally known to me and did not


Jodi Hall
Notary Public, State of Florida
Commission#GG 173607

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **VICTOR GONZALEZ & NORA SOSA, recorded on June 3, 2022 at Instrument No. 20220348072**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

ARIANE HILLS SUB 13/5 LOT 5



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 537 Birch Court

REQUEST:

Execute Release of Lien - 537 Birch Court

SUMMARY:

On October 4, 2018, the City of Apopka rendered an Order Finding GREGORY & KIMBERLY RECHTIN, the owner of the property at 537 Birch Court ("Subject Property") in violation of Section 302.4 and 302.8, of the International Property Maintenance Code and Article 7, Section 7.01.08(c) of the Land Development Code. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day was imposed starting on October 18, 2018.

On October 4, 2024, GREGORY & KIMBERLY RECHTIN, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Fifteen Thousand (\$15,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Settlement Stipulation - 537 Birch Ct
2. Affidavit of Compliance - 537 Birch Ct
3. Release of Lien - 537 Birch Ct

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,
Petitioner,

Complaint No. 18-00431
Address: 537 BIRCH CT
APOPKA, FL 32712

v.

Parcel ID: 33-20-28-9127-01-770

GREGORY & KIMBERLY
RECHTIN
Respondents,
_____ /

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents GREGORY & KIMBERLY RECHTIN enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of Fifteen Thousand (\$15,000.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property addresses 537 Birch Ct, Apopka, FL 32712.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

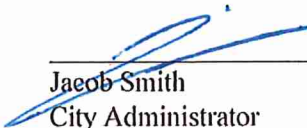
or other authorized City codes and ordinances by Respondents occurring subsequent to the execution of this Stipulation.

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

Dated this 4 ^{October 10} day of ~~September~~, 2024.

Petitioner:

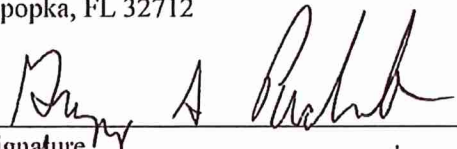
CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net


Jacob Smith
City Administrator

Respondent

GREGORY & KIMBERLY RECHTIN

537 Birch Ct
Apopka, FL 32712


Signature

Gregory S Rechtin
Print Name

gregoryrechtin@gmail.com

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

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

**CASE NO. 18-00431
ADDRESS: 537 BIRCH CT
PARCEL ID:33-20-28-9127-01-770**

RECHTIN GREGORY & KIMBERLY

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

**STATE OF FLORIDA
COUNTY OF ORANGE**

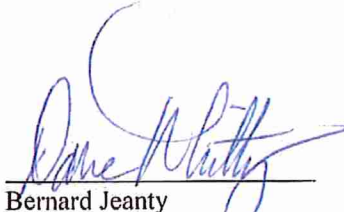
BEFORE ME, the undersigned authority, personally appeared **Bernard Jeanty**, Code Enforcement Officer for the City of Apopka, who, after being duly sworn, deposes and says:

1. That on **09/18/18** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **10/18/18**
3. That re-inspection was performed on **04/14/20** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **04/17/20**

For

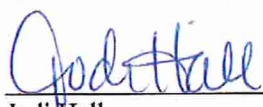

Bernard Jeanty
Code Enforcement Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

Sworn to and subscribed before me this **04/17/20**
take an oath.



by Bernard Jeanty who is personally known to me and did not


Jodi Hall
Notary Public, State of Florida
Commission#GG 173607

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **GREGORY & KIMBERLY RECHTIN**, recorded on June 29, 2022 at Instrument No. 20220403182, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

WEKIVA SPRINGS RESERVE PH 3 49/93 LOT 177



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 626 Marvin C Zanders Avenue

REQUEST:

Execute Release of Lien - 626 Marvin C Zanders Avenue

SUMMARY:

On June 18, 2024, the City of Apopka rendered an Order Finding ALERT HOMES LLC, the owner of the property at 626 Marvin C Zanders Avenue ("Subject Property") in violation of Section 302.7, 302.8, and 308.1, of the International Property Maintenance Code. A fine in the amount of Five Hundred (\$500.00) Dollars per day, was imposed starting on July 3, 2024.

On September 11, 2024, ALERT HOMES LLC, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Five Thousand (\$5,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Settlement Stipulation - 626 Marvin C Zanders Ave
2. Affidavit of Compliance - 626 Marvin C Zanders Ave
3. Release of Lien- 626 Marvin C Zanders Blvd

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Complaint No. 24-00486

Petitioner,

Address: 626 MARVIN C ZANDERS AVE
APOPKA, FL 32703

v.

Parcel ID: 09-21-28-0196-50-261

ALERT HOMES LLC
Respondents,

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents ALERT HOMES LLC enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of Five Thousand (\$5,000) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property address 626 Marvin C Zanders Ave, Apopka, FL 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

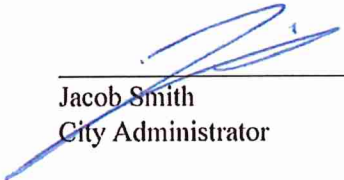
or other authorized City codes and ordinances by Respondents occurring subsequent to the execution of this Stipulation.

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

Dated this 11 day of September, 2024.

Petitioner:

CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net



Jacob Smith
City Administrator

Respondent

ALERT HOMES LLC
Matt Nelson
704 W 1st St
Sanford, FL 32771-1122



Signature

Matthew Nelson

Print Name

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

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

ALERT HOMES LLC

CASE NO. 24-00486

ADDRESS: 626 MARVIN C ZANDERS AVE LIEN

PARCEL ID:09-21-28-0196-40-360

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

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

1. That on **06/18/24** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **07/03/24**
3. That re-inspection was performed on **08/28/24** and was in compliance.

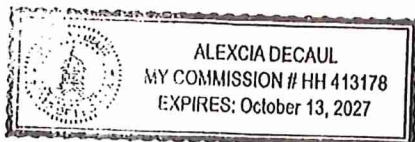
FURTHER AFFIANT SAYETH NOT.

Dated this **08/28/24**

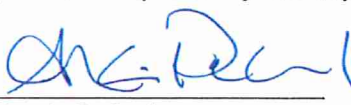

Dave Whitty
Code Enforcement Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

Sworn to and subscribed before me this **08/28/24**
an oath.



by Dave Whitty who is personally known to me and did not take


Alexcia DeCaul
Notary Public, State of Florida
Commission #HH 413178

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **ALERT HOMES LLC, recorded on August 27, 2024 at Instrument No. 20240498827**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

TOWN OF APOPKA A/109 LOT 36 BLK D



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 1806 Summit Chase Avenue

REQUEST:

Execute Release of Lien - 1806 Summit Chase Avenue

SUMMARY:

On June 18, 2024, the City of Apopka rendered an Order Finding 1806 SUMMIT CHASE TRUST, the owner of the property at 1806 Summit Chase Avenue ("Subject Property") in violation of Section 302.8, of the International Property Maintenance Code and Article 4, Section 4.4.4.L.1. A fine in the amount of Five Hundred (\$500.00) Dollars per day, was imposed starting on August 2, 2024.

On August 30, 2024, 1806 SUMMIT CHASE TRUST, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Two Thousand (\$2,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Settlement Stipulation - 1806 Summit Chase Ave
2. Affidavit of Compliance - 1806 Summit Chase Ave
3. Release of Lien - 1806 Summit Chase Ave

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Complaint No. 24-00305

Petitioner,

Address: 1806 SUMMIT CHASE AVE
APOPKA, FL 32703

v.

Parcel ID: 23-21-28-7964-00-850

1806 SUMMIT CHASE
TRUST
Respondents,
_____ /

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents 1806 SUMMIT CHASE TRUST enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of Two Thousand (\$2,000) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property address 1806 Summit Chase Ave, Apopka, FL 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

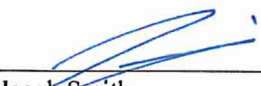
or other authorized City codes and ordinances by Respondents occurring subsequent to the execution of this Stipulation.

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

Dated this 30 day of August, 2024.

Petitioner:

CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net



Jacob Smith
City Administrator

Respondent

1806 SUMMIT CHASE TRUST
C/O Monben LLC Trustee
1718 Capitol Ave
Cheyenne, WY 82001-4528



Signature

Jennifer Koziol

Print Name

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 24-00305

ADDRESS: 1806 SUMMIT CHASE AVE

PARCEL ID:23-21-28-7964-00-850

vs

Respondent(s)

1806 SUMMIT CHASE TRUST

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **06/18/2024** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **08/02/2024**
3. That re-inspection was performed on **08/15/24** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **08/16/2024**

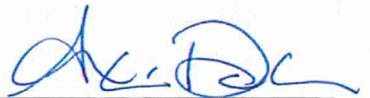


Joe Lebron
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **08/16/2024**
an oath.

by Joe Lebron who is personally known to me and did not take



Alexcia DeCaul
Notary Public, State of Florida
Commission #HH 413178



This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **1806 SUMMIT CHASE TRUST, recorded on August 27, 2024 at Instrument No. 20240498792**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

SHEELER OAKS PHASE TWO A 13/61 LOT 85



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 5.

Meeting Date: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 820 Robinson Avenue

REQUEST:

Execute Release of Lien - 820 Robinson Avenue

SUMMARY:

On August 16, 2022, the City of Apopka rendered an Order Finding APOPKA INDUSTRIAL PARK LLC, the owner of the property at 820 Robinson Avenue ("Subject Property") in violation of AMC, Chapter 66, Article 5, Section 66-99 and IPMC, Chapter 3, Section 302.8 and LDC, Article 4, Section 4.2.2.C. A fine in the amount of Five Hundred (\$500.00) Dollars per day, per violation was imposed starting on October 15, 2022.

On September 19, 2024, Dante Sandroni c/o APOPKA INDUSTRIAL PARK LLC, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of One Hundred Ten Thousand (\$110,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Settlement Stipulation - Multi Cases
2. Affidavit of Compliance - 820 Robinson Ave
3. Release of Lien - 820 Robinson Ave

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Petitioner,

v.

APOPKA INDUSTRIAL
PARK LLC

Respondents,

Complaint No. 19-00370, 19-00371, 19-00372,
19-00375, 22-00331

Address: 820 ROBINSON AVE
APOPKA, FL 32703

Parcel ID: 15-21-28-0217-00-012
15-21-28-0217-00-011
15-21-28-7540-00-210
15-21-28-7540-00-070
15-21-28-7540-00-220

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents APOPKA INDUSTRIAL PARK LLC enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of One Hundred and Ten Thousand (\$110,000.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property addresses 168 E 8th St, Apopka, FL 32703, 120 E 8th St, Apopka, FL 32703, 192 E 9th St, Apopka, FL 32703, 126 E 7th St, Apopka, FL 32703, and 820 Robinson Ave, Apopka, FL 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

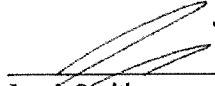
or other authorized City codes and ordinances by Respondents occurring subsequent to the execution of this Stipulation.

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

Dated this 19th day of September, 2024.

Petitioner:

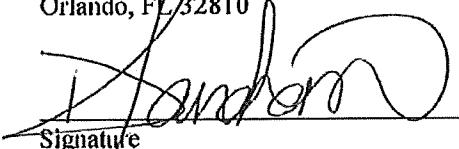
CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net



Jacob Smith
City Administrator

Respondent

APOPKA INDUSTRIAL PARK LLC
Dante Sandroni
7194 Rose Avenue
Orlando, FL 32810



Signature
Dante Sandroni

Print Name

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

CITY OF APOPKA, FLORIDA

CASE NO. 22-00331

ADDRESS: 820 ROBINSON AVE

LIEN

PARCEL ID:15-21-28-7540-00-220

vs

Respondent(s)

Apopka Industrial Park LLC

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

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

1. That on **08/16/22** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **10/15/22**
3. That re-inspection was performed on **09/03/24** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **09/23/24**

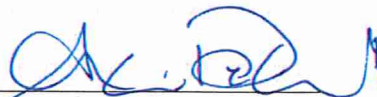


Dave Whitty
Code Enforcement Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

Sworn to and subscribed before me this **09/23/24**
an oath.

by Dave Whitty who is personally known to me and did not take



Alexcia DeCaul
Notary Public, State of Florida
Commission #HH 413178

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **APOPKA INDUSTRIAL PARK LLC, recorded on March 3, 2023 at Instrument No. 20230122062**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

ROBINSON & DERBYS ADD TO APOPKA B/40 LOTS 22



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 6.

Meeting Date: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 168 E 8th Street

REQUEST:

Execute Release of Lien - 168 E 8th Street

SUMMARY:

On October 15, 2019, the City of Apopka rendered an Order Finding PARK 803 TRUST, the owner of the property at 168 E 8th Street ("Subject Property") in violation of IPMC, Chapter 3, Sections 302.4 and 302.7. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day, per violation was imposed starting on October 30, 2019.

On September 19, 2024, Dante Sandroni c/o APOPKA INDUSTRIAL PARK LLC, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of One Hundred Ten Thousand (\$110,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Settlement Stipulation - Multi Cases
2. Affidavit of Compliance - 168 E 8th St
3. Release of Lien - 168 E 8th St

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Petitioner,

v.

APOPKA INDUSTRIAL
PARK LLC

Respondents,

Complaint No. 19-00370, 19-00371, 19-00372,
19-00375, 22-00331

Address: 820 ROBINSON AVE
APOPKA, FL 32703

Parcel ID: 15-21-28-0217-00-012
15-21-28-0217-00-011
15-21-28-7540-00-210
15-21-28-7540-00-070
15-21-28-7540-00-220

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents APOPKA INDUSTRIAL PARK LLC enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of One Hundred and Ten Thousand (\$110,000.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property addresses 168 E 8th St, Apopka, FL 32703, 120 E 8th St, Apopka, FL 32703, 192 E 9th St, Apopka, FL 32703, 126 E 7th St, Apopka, FL 32703, and 820 Robinson Ave, Apopka, FL 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

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

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

Dated this 19th day of September, 2024.

Petitioner:

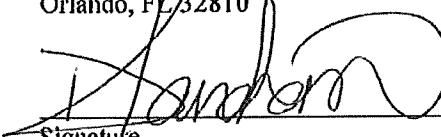
CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net



Jacob Smith
City Administrator

Respondent

APOPKA INDUSTRIAL PARK LLC
Dante Sandroni
7194 Rose Avenue
Orlando, FL 32810



Signature
Dante Sandroni

Print Name

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 19-00370

ADDRESS: 168 E 8TH ST LIEN

PARCEL ID:15-21-28-0217-00-012

vs

Respondent(s)

PARK 803 TRUST

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **10/15/19** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **10/30/19**
3. That re-inspection was performed on **08/11/22** and was in compliance.

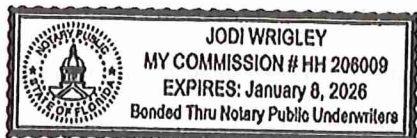
FURTHER AFFIANT SAYETH NOT.

Dated this **08/12/22**

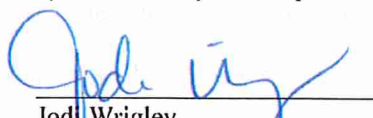

Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **08/12/22**
an oath.



by Dave Whitty who is personally known to me and did not take


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

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **PARK 803 TRUST, recorded on November 12, 2020 at Instrument No. 20200592663**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

APOPKA INDUSTRIAL PARK 17/96 PT OF LOT 1 DESC AS BEG NE COR LOT 1 RUN S 290.84 FT W 220.88
FT N 290.61 FT E 219.09 FT TO POB



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 7.

Meeting Date: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 120 E 8th Street

REQUEST:

Execute Release of Lien - 120 E 8th Street

SUMMARY:

On October 15, 2019, the City of Apopka rendered an Order Finding PARK 803 TRUST, the owner of the property at 120 E 8th Street ("Subject Property") in violation of Section 302.4 and 308.1, of the International Property Maintenance Code. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day, per violation was imposed starting on October 30, 2019.

On September 19, 2024, Dante Sandroni c/o APOPKA INDUSTRIAL PARK LLC, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of One Hundred Ten Thousand (\$110,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Settlement Stipulation - Multi Cases
2. Affidavit of Compliance - 120 E 8th St
3. Release of Lien - 120 E 8th St

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Petitioner,

v.

APOPKA INDUSTRIAL
PARK LLC

Respondents,

Complaint No. 19-00370, 19-00371, 19-00372,
19-00375, 22-00331

Address: 820 ROBINSON AVE
APOPKA, FL 32703

Parcel ID: 15-21-28-0217-00-012
15-21-28-0217-00-011
15-21-28-7540-00-210
15-21-28-7540-00-070
15-21-28-7540-00-220

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents APOPKA INDUSTRIAL PARK LLC enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of One Hundred and Ten Thousand (\$110,000.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property addresses 168 E 8th St, Apopka, FL 32703, 120 E 8th St, Apopka, FL 32703, 192 E 9th St, Apopka, FL 32703, 126 E 7th St, Apopka, FL 32703, and 820 Robinson Ave, Apopka, FL 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

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

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

Dated this 19th day of September, 2024.

Petitioner:

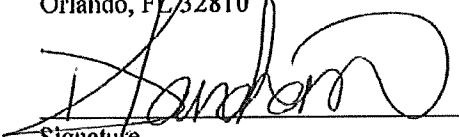
CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net



Jacob Smith
City Administrator

Respondent

APOPKA INDUSTRIAL PARK LLC
Dante Sandroni
7194 Rose Avenue
Orlando, FL 32810



Signature
Dante Sandroni

Print Name

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

PARK 803 TRUST

CASE NO. 19-00371

ADDRESS: 120 E 8TH ST LIEN

PARCEL ID:15-21-28-0217-00-011

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **10/15/19** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **10/30/19**
3. That re-inspection was performed on **08/17/22** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

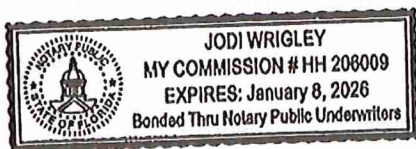
Dated this **08/18/22**



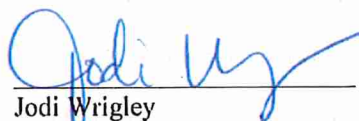
Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **08/18/22**
an oath.



by Dave Whitty who is personally known to me and did not take



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

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **PARK 803 TRUST, recorded on November 12, 2020 at Instrument No. 20200592666**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

APOPKA INDUSTRIAL PARK 17/96 PT OF LOT 1 DESC AS COMM NE COR LOT 1 RUN W 329.09 FT
FOR POB TH E 90 FT S 156.40 FT W 90 FT N 156.40 FT TO POB



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 8.

Meeting Date: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 192 E 9th Street

REQUEST:

Execute Release of Lien - 192 E 9th Street

SUMMARY:

On October 15, 2019, the City of Apopka rendered an Order Finding PARK 803 TRUST, the owner of the property at 192 E 9th Street ("Subject Property") in violation of IPMC, Chapter 3, Section 302.4. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day was imposed starting on October 30, 2019.

On September 19, 2024, Dante Sandroni c/o APOPKA INDUSTRIAL PARK LLC, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of One Hundred Ten Thousand (\$110,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Affidavit of Compliance - 192 E 9th St
2. Settlement Stipulation - Multi Cases
3. Release of Lien - 192 E 9th St

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 19-00372

ADDRESS: 192 E 9TH ST

LIEN

PARCEL ID:15-21-28-7540-00-210

vs

Respondent(s)

PARK 803 TRUST

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

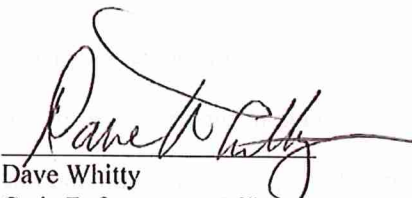
STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **10/15/19** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **10/30/19**
3. That re-inspection was performed on **12/15/21** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **12/21/21**

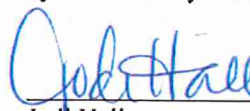

Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **12/21/21**
an oath.



by Dave Whitty who is personally known to me and did not take


Jodi Hall
Notary Public, State of Florida
Commission#GG 173607

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Petitioner,

v.

APOPKA INDUSTRIAL
PARK LLC

Respondents,

Complaint No. 19-00370, 19-00371, 19-00372,
19-00375, 22-00331

Address: 820 ROBINSON AVE
APOPKA, FL 32703

Parcel ID: 15-21-28-0217-00-012
15-21-28-0217-00-011
15-21-28-7540-00-210
15-21-28-7540-00-070
15-21-28-7540-00-220

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents APOPKA INDUSTRIAL PARK LLC enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of One Hundred and Ten Thousand (\$110,000.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property addresses 168 E 8th St, Apopka, FL 32703, 120 E 8th St, Apopka, FL 32703, 192 E 9th St, Apopka, FL 32703, 126 E 7th St, Apopka, FL 32703, and 820 Robinson Ave, Apopka, FL 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

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

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

Dated this 19th day of September, 2024.

Petitioner:

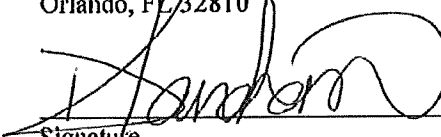
CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net



Jacob Smith
City Administrator

Respondent

APOPKA INDUSTRIAL PARK LLC
Dante Sandroni
7194 Rose Avenue
Orlando, FL 32810



Signature
Dante Sandroni

Print Name

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **PARK 803 TRUST, recorded on November 12, 2020 at Instrument No. 20200592673**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

ROBINSON & DERBYS ADD TO APOPKA B/40 LOTS 25 & 33 & 48 THROUGH 51 & 87 THROUGH 93 & N1/2 OF VAC R/W LYING S OF LOTS 87 & 88 (LESS BEG NW COR LOT 94 TH RUN E 295 FT S 125 FT S 15 DEG W 104.80 FT W 267.35 FT N 226.49 FT TO POB) SEE 2315/0894



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 9.

Meeting Date: November 6, 2024

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 126 E 7th Street

REQUEST:

Execute Release of Lien - 126 E 7th Street

SUMMARY:

On October 15, 2019, the City of Apopka rendered an Order Finding PARK 803 TRUST, the owner of the property at 126 E 7th Street ("Subject Property") in violation of IPMC, Chapter 3, Section 302.4. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day was imposed starting on October 30, 2019.

On September 19, 2024, Dante Sandroni c/o APOPKA INDUSTRIAL PARK LLC, and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of One Hundred Ten Thousand (\$110,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Settlement Stipulation - Multi Cases
2. Affidavit of Compliance - 126 E 7th St
3. Release of Lien - 126 E 7th St

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Petitioner,

v.

APOPKA INDUSTRIAL
PARK LLC

Respondents,

Complaint No. 19-00370, 19-00371, 19-00372,
19-00375, 22-00331

Address: 820 ROBINSON AVE
APOPKA, FL 32703

Parcel ID: 15-21-28-0217-00-012
15-21-28-0217-00-011
15-21-28-7540-00-210
15-21-28-7540-00-070
15-21-28-7540-00-220

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA and Respondents APOPKA INDUSTRIAL PARK LLC enter into this Settlement Stipulation ("Stipulation") in the above-styled action as follows,

1. This Stipulation is meant to be absolute.
2. Petitioner and Respondents have entered into this Stipulation as a result of an agreement to pay a reduced total unpaid code enforcement fine in the amount of One Hundred and Ten Thousand (\$110,000.00) Dollars in full satisfaction of said fines.
3. Each party represents and warrants to the other party that it has the requisite authority to enter into this Stipulation.
4. In exchange for the mutual covenants and mutual release set forth herein, upon clearance of the funds in the payment in full of the agreed upon amount set forth hereinabove and the approval of this Stipulation, the City of Apopka will record a Satisfaction of Lien for property addresses 168 E 8th St, Apopka, FL 32703, 120 E 8th St, Apopka, FL 32703, 192 E 9th St, Apopka, FL 32703, 126 E 7th St, Apopka, FL 32703, and 820 Robinson Ave, Apopka, FL 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. The releases herein do not release and acquit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of the Land Development Code

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

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

Dated this 19th day of September, 2024.

Petitioner:

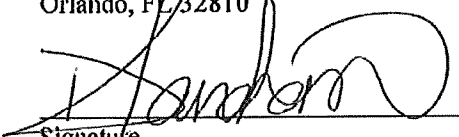
CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1649
F: 407.703.1780
E: JSmith@apopka.net



Jacob Smith
City Administrator

Respondent

APOPKA INDUSTRIAL PARK LLC
Dante Sandroni
7194 Rose Avenue
Orlando, FL 32810



Signature
Dante Sandroni

Print Name

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 19-00375

ADDRESS: 126 E 7TH ST LIEN

PARCEL ID: 15-21-28-7540-00-070

vs

Respondent(s)

PARK 803 TRUST

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

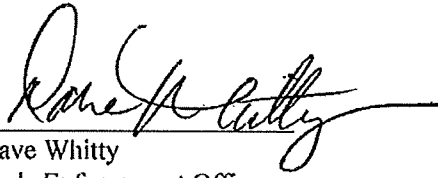
STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **10/15/19** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **10/30/19**
3. That re-inspection was performed on **03/09/23** and was in compliance.

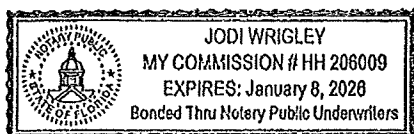
FURTHER AFFIANT SAYETH NOT.

Dated this **03/14/23**

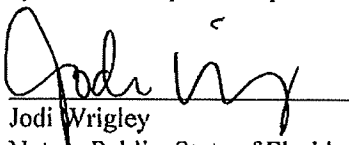

Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **03/14/23**
an oath.



by Dave Whitty who is personally known to me and did not take


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

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **PARK 803 TRUST, recorded on November 12, 2020 at Instrument No. 20200592681**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 6th day of November, 2024.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of November, 2024, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

ROBINSON & DERBYS ADD TO APOKA B/40 LOTS 7 8 & 9 & TRACT OF LAND 60 FT IN WIDTH
EXTENDING FROM SE COR LOT 9 & RUNNING NWLY TO W END OF LOT 8 & LYING WITHIN 20 FT OF
CENTER LINE OF S A L RY & S BOUNDARY OF LOTS 9,6,7 & 8



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 10.

Meeting Date: November 6, 2024

Department: Community Development

SUBJECT:

Approve a Non-Exclusive Easement Agreement with Tri-Murti Associates, LLC

REQUEST:

Approve a Non-Exclusive Easement Agreement with Tri-Murti Associates, LLC

SUMMARY:

Signal improvements to the intersection of Bradshaw Road and U.S. 441 have just begun with a temporary solution installed in the past year. In order to realize a permanent solution for the signal, the City approached Tri-Murti Associates, LLC, property owner of 449 West Main Street, the northeast corner of the intersection and current location of Wawa Gas Station and Convenient Store, for an easement area of 520 square feet to install the traffic signal mast arms. Tri-Murti Associates, LLC has agreed to grant the easement to the City. The easement is also for the purposes of ingress, egress, as well as, maintenance activities, including repair and replacement of mast arm and signal cabinet improvement for the traffic signalization of the intersection of Bradshaw Road and U.S. Highway 441.

Tri-Murti Associates, LLC has requested a reimbursement of \$7,200, which includes the following actual land value along with out-of-pocket costs:

- Attributed 50% of the appraised land value for the 520 square feet of easement area - \$5,200
- Legal fees - \$1,600
- Engineering review fees - \$400

FUNDING SOURCE:

Transportation Impact Fees

RECOMMENDED MOTION:

Approve a Non-Exclusive Easement Agreement with Tri-Murti Associates, LLC.

ATTACHMENTS:

1. Wawa Apopka - Easement Agreement
2. US 441 @ Bradshaw - ROW Exhibit

Prepared by:



Return to:
City Clerk
City of Apopka
120 East Main Street
Apopka, FL 32703

NON-EXCLUSIVE GRANT OF EASEMENT AGREEMENT

THIS NON-EXCLUSIVE GRANT OF EASEMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 20__, by and between **TRI-MURTI ASSOC., LLC**, a New York limited liability company (“Grantor” &/or “Owner”), and **CITY OF APOPKA**, a Florida municipal corporation (the “City”).

RECITALS

- A. **WHEREAS**, Grantor is the owner of that certain tract or parcel of land (“Parcel”) located in the City of Apopka, County of Orange, State of Florida, as identified on Exhibit “A” (the “Site”) attached hereto, and commonly known as 449 West Main Street, Apopka; and
- B. **WHEREAS**, the City desires a non-exclusive grant of easement on the Site for the purpose of installing, maintaining, repairing, and future replacement of, as may be necessary, a mast arm and signal cabinet on 520 SF of space located at the corner Grantor’s property (“Easement Area”) as shown as on the attached Exhibit “B”, and
- C. **WHEREAS**, Wawa Florida, LLC, a Delaware limited liability company (“Wawa”) presently leases the Site from Grantor (“Wawa Lease”) and, during the continuance of the Wawa Lease, Wawa (or any of its affiliates, subsidiaries, successors or assigns) shall be third-party beneficiary hereunder, and
- D. **WHEREAS**, the parties hereto desire to impose certain easements, and to establish certain covenants, conditions and restrictions with respect to said Parcel, for the mutual and reciprocal benefit and complement of Grantor and the City and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Grantor and the City and all future owners and occupants of the Parcel (“Permittees”) shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcel shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Easement.

1.1 Grant of Easement. Subject to any express conditions, limitations or reservations contained herein, Grantor hereby grants, establishes, covenants and agrees that the Parcel, and all Permittees of the

Parcel, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcel and all present and future owner's and Permittees of the Parcel:

(a) An easement to the City for reasonable access, ingress and egress over the Easement Area for the sole purpose of installing, maintaining, repairing, and future replacement of, as may be necessary, a mast arm and signal cabinet and related improvements for the traffic signalization of the intersection of Bradshaw Road and U.S. Highway 441 ("Maintenance Activities"). The ingress and egress rights granted hereby may be used nonexclusively by City, its contractors, agents, and employees for the purposes herein granted. City's use of the easements granted herein shall not be permitted to materially impact access, ingress and egress, parking or the business activities to, from or on the Parcel except in the event of an emergency and/or in the interest of public safety.

2. Maintenance.

2.1 The City shall maintain the Easement Area in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris. City shall be solely responsible for maintaining and repairing the City's improvements within the Easement Area. City shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the City's improvements within the Easement Area. In the absence of emergency or a situation that compromises the interest of public safety, the City shall not engage in routine Maintenance Activities during the hours of 6 a.m. to 9 a.m. and 4:30 p.m. – 6:00 p.m., Monday – Friday.

2.2 The City shall not make any changes to the location or configuration of the mast arm and signal or any driveway or curb-cuts providing access to Grantor's Site or to Wawa, except in the event of emergency, in the interest of public safety, or as otherwise required by law. City shall not interfere with the use of the Site beyond the scope of activities described within this easement, except as may be deemed necessary by the City in the event of emergency, in the interest of public safety, or as otherwise required by law, and shall not damage the Site. If any portion of the Site suffers damage by reason of the access of City or its representatives, employees, agents and contractors to the Site, including but not limited to damage arising from the construction or Maintenance activities, at its sole cost and expense, City shall immediately repair all such damage or replace any damaged portion of the Site and restore the Site to its condition prior to the occurrence of such damage. At its sole cost and expense, City shall, at the conclusion of all construction or Maintenance activities at the Site, remove its equipment and restore the Site to the condition which existed prior to the installation of such equipment.

3. Indemnification and Insurance. The City shall indemnify and hold harmless Grantor, and its tenants, subtenants (specifically including Wawa during the continuance of the Wawa Lease), from any damages, including all losses, claims, costs, liabilities and/or expenses (including reasonable attorneys' fees and court costs), on account of injuries to or death of any persons or damage to personal property arising from the City's negligent or intentional misuse use of the easements granted herein to the City, its suppliers, contractors, employees, or invitees, excepting the negligence or intentional misconduct of Grantor or its contractors, employees, or tenants. Any indemnification by City under this section, whether based in contract or tort or other cause of action shall not exceed the statutory limits set forth in Section 768.28, Florida Statutes. City further agrees that the City, at any time it shall access upon the Parcel or perform any Maintenance Activities, or any work related thereto, will maintain or shall cause its suppliers and contractors to maintain and pay for comprehensive general liability insurance, against general liability to or death of persons or damages to personal property suffered or claimed to be suffered by persons or to property in or about the areas subject to the Easement Area, affording protection to Grantor (and Wawa during the continuance of the Wawa Lease) and naming Grantor and Wawa as additional insureds on such policy or policies, for a combined bodily injury and property damage limit of liability not less than five

million dollars (\$5,000,000.00) for each occurrence. City further agrees, upon request to deliver to Grantor or Wawa a certificate or certificates from an insurance company or insurance companies reasonably satisfactory to Grantor and Wawa evidencing the existence of such insurance and naming Grantor and Wawa as additional insureds. Nothing contained in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

4. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcel. No easements, except an easement over the Parcel so as to enable the installation, maintenance, repair, and replacement of the mast arm, signal, and any utility or other installations serving such improvements, shall be implied by this Agreement.

5. Remedies and Enforcement.

5.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by the City, Grantor or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Wawa, during the term of the Wawa Lease, shall have the right, but not the obligation, to enforce this Agreement on behalf of Grantor, and/or to cure a breach or default hereunder by Grantor, which enforcement or cure shall be accepted by the City as if effected by Grantor.

5.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of Grantor or the City to cure a breach of this Agreement within thirty (30) days following written notice thereof (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Grantor or the City commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Wawa or Grantor shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles, the Grantor or Wawa may immediately cure the same and be reimbursed by the City upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

5.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle Grantor or the City to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon the Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. As of the date of this Agreement, Grantor represents that no mortgage encumbers its Parcel unless the holder of such mortgage has signed the Joinder attached hereto. Any fees imposed by Lender for signature of this Joinder will be paid by the City.

5.5 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this agreement each party agrees that such violation or threat thereof may cause the other and/or its Permittees to suffer irreparable harm without an adequate remedy at law. As a result, in the event of a

violation or threat thereof of any of the provisions of this Agreement, Grantor and Wawa, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of.

6. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Orange County Comptroller and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of the then record owner of the Parcel, the City and Wawa during the continuance of the Wawa Lease.

7. Miscellaneous.

7.1 Attorneys' Fees. In the event a party (including Wawa) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees and experts fees and costs actually incurred by such prevailing party in the preparation and prosecution of such action or proceeding.

7.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of the Parcel owner or Wawa under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Wawa Lease, any consent by the owner of the Parcel, to be effective, shall also require the consent of Wawa, and Wawa shall be permitted to withhold its consent to any changes related to parking, access openings, driveways or use restrictions that burden or benefit the City in its sole and absolute discretion. no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Wawa (during the continuance of the Wawa Lease).

7.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

7.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

7.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

7.7 Separability. Each provision of this Agreement and the application thereof to the Parcel are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared, at no cost to Grantor/Owner.

7.8 Time of Essence. Time is of the essence of this Agreement.

7.9 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

7.10 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Wawa may change from time to time their respective address for notice hereunder by like notice to the other party and Wawa. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Wawa (during the continuance of the Wawa Lease). The notice addresses of the City, Parcel owner, and Wawa are as follows:

Parcel Owner/Grantor:

TRI-MURTI ASSOC., LLC
580 Mount Pelia Road
Bluffton, SC 29910

City:

City of Apopka
120 East Main Street
Apopka, FL 32703
Attention: City Administrator

Wawa:

Wawa Florida, LLC
7022 TPC Drive, Suite 200
Orlando, FL 32822
Attention: John Poplawski and Robert Yeatts

With a required copy to:

Wawa, Inc.
Attention: Legal Department
260 W. Baltimore Pike
Wawa, PA 19063

Wawa, Inc.
Attention: Legal Department
260 W. Baltimore Pike
Wawa, PA 19063
ATTN: Sarah Waski

7.11 Estoppel Certificates. Each Owner and Wawa, within thirty (30) days of its receipt of a written request from the other Owner(s) or Wawa, shall from time to time provide the requesting Owner or

Wawa, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

7.12 Bankruptcy. In the event of any bankruptcy affecting any Owner or Wawa (during the continuance of the Wawa Lease) or future tenant/occupant of ~~any~~ Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

7.13 Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties herein in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument. This Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, by scanned image (e.g., .pdf fileextension) as an attachment to email, or by any other electronic means. Each party agrees that any electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including, but not limited to, facsimile, typed signatures, or e-mail electronic signatures.

7.14 Recording Costs. Any transfer taxes or recording costs due upon the recordation of this Agreement shall be borne by the City. In the event that additional transfer taxes are ever assessed as a result of the grant of this easement, if any, such costs shall be paid by the City. All recording costs due upon the recordation of this Agreement shall be paid by the City.

7.15 No Warranty. Grantor makes no representations, statements, warranties or agreements to the City in connection with the Agreement or the Easement Area, other than that the Grantor has full power and authority to execute the Agreement.

7.16 Governing Law/Venue. **THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE (FLORIDA) IN WHICH THE SITE IS LOCATED, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN. VENUE FOR ANY ACTION COMMENCED HEREUNDER SHALL LIE IN ORANGE COUNTY, FLORIDA OR THE UNITED STATES DISTRICT COURT OF THE MIDDLE DISTRICT OF FLORIDA.**

[SIGNATURES ON FOLLOWING PAGES]

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

Signed, Sealed and Delivered in the presence of:

TRI-MURTI ASSOC., LLC, a New York limited liability company

By: _____

Witness 1 Signature

Printed Name/Title: _____

Print/Typed Witness 1 Name

Witness 1 Address

Witness 2 Signature

Print/Typed Witness 2 Name

Witness 2 Address

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of Tri Murti Assoc., LLC, a New York limited liability company, on behalf of the limited liability company, who is personally known to me or ☐ has produced a driver's license as identification.

Notary Public

My Commission expires:

GRANTEE:

Signed, sealed and delivered
in the presence of:

The City of Apopka, a Florida
municipal corporation

By: _____
Bryan Nelson, Mayor

Witness 1 Signature

Print/Typed Witness 1 Name

Witness 1 Address

Witness 2 Signature

Print/Typed Witness 2 Name

Witness 2 Address

Attest: _____
Susan M. Bone, City Clerk

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this ____ day of _____, 2024 by _____, as
_____ of the City of Apopka, a Florida municipal corporation, on behalf of the
corporation, who is personally known to me or ☐ has produced a driver's license as identification.

(notary seal)

Notary Public
My Commission expires:

JOINDER AND SUBORDINATION

The undersigned being the current holder of a mortgage encumbering a Parcel hereby joins in this Agreement for the purpose of subjecting and subordinating its mortgage lien pursuant to the to the terms and conditions of the Agreement to which this Consent and Subordination is attached.

By: _____
Name: _____
Title: _____

Witness 1 Signature

Print/Typed Witness 1 Name

Witness 1 Address

Witness 2 Signature

Print/Typed Witness 2 Name

Witness 2 Address

STATE OF _____
COUNTY OF _____

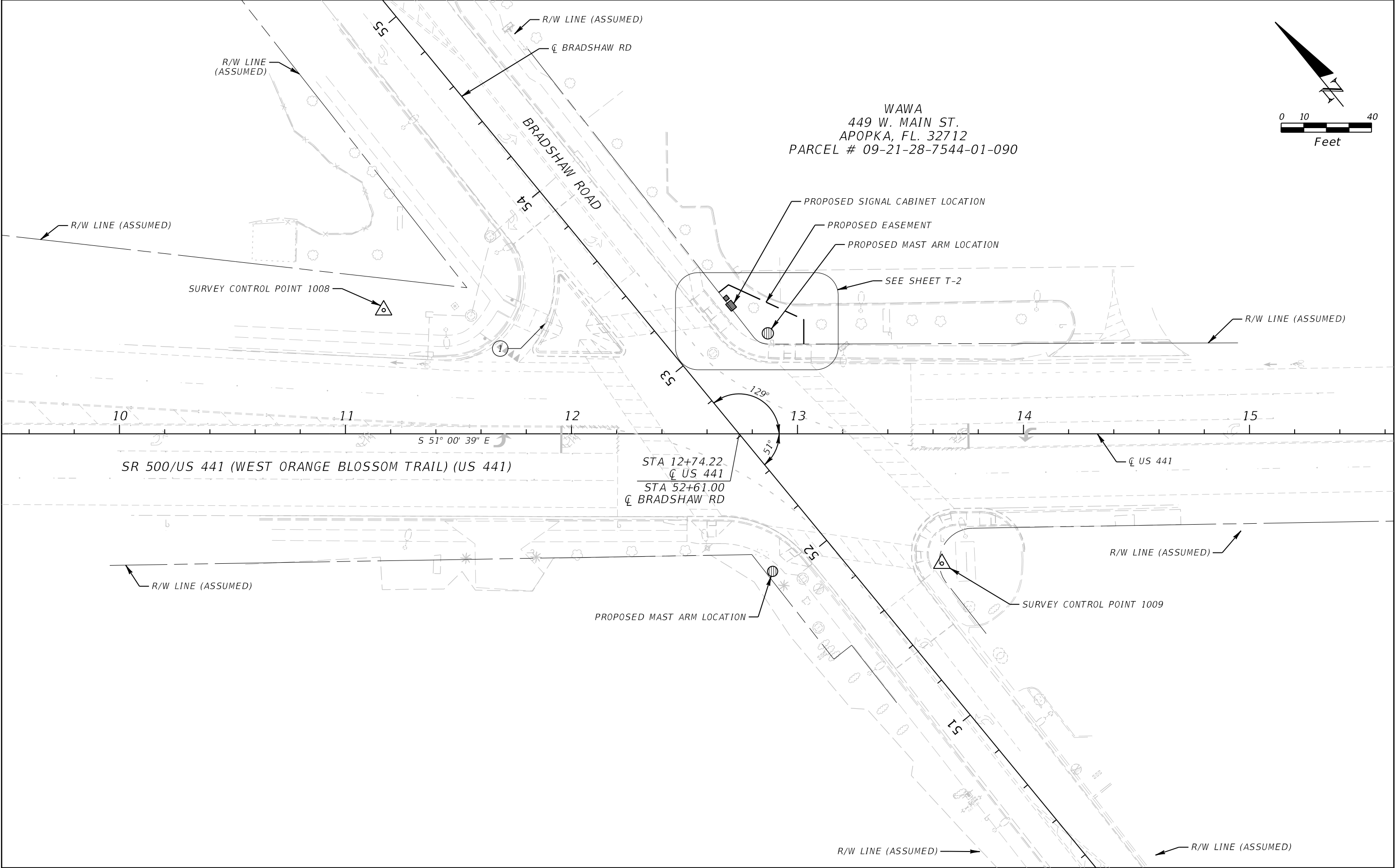
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, as _____ of the City of Apopka, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or ☐ has produced a driver's license as identification.

(notary seal)

Notary Public

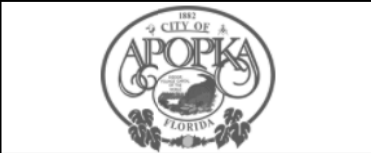
My Commission expires:
Exhibit "A"
Site

Exhibit "B"
Easement Area for Mast Arm and Signal



REVISIONS	
DATE	DESCRIPTION

CHRISTOPHER R. DEW, P.E.
P.E. LICENSE NUMBER 83840
METRIC ENGINEERING, INC.
525 TECHNOLOGY PARK, SUITE 153
LAKE MARY, FLORIDA 32746



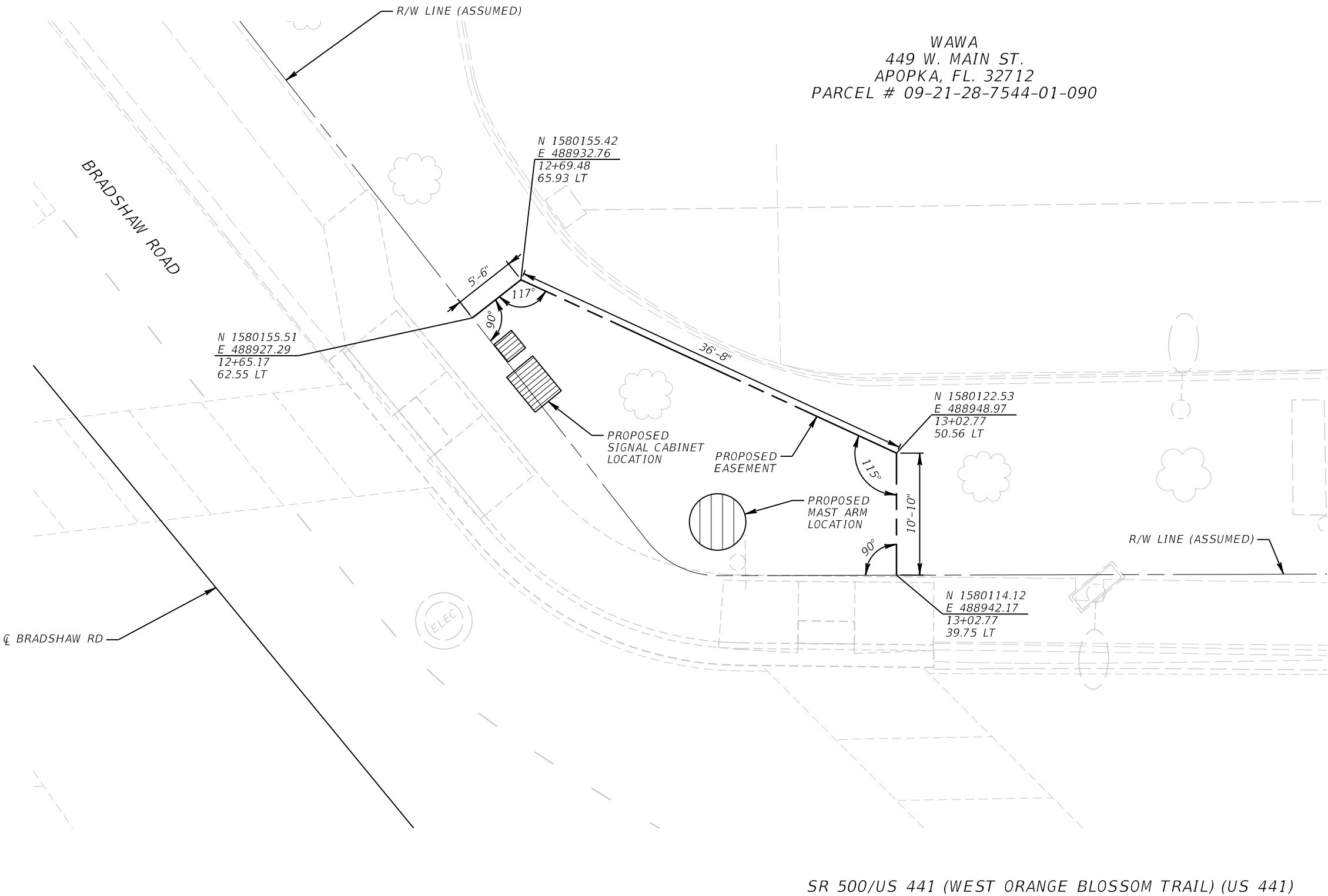
CITY OF APOPKA ENGINEERING DIVISION		
CITY	INTERSECTION	COUNTY PROJECT NO.
APOPKA	SR 500/US 441 AT BRADSHAW ROAD	2020-04

**RIGHT OF WAY
EXHIBIT**

T-1
Page 101 of 437

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NOTE:
ALL STATIONS AND OFFSETS REFERENCE TO C US 441
SEE SHEET T-1



REVISIONS		CHRISTOPHER R. DEW, P.E. P.E. LICENSE NUMBER 83840 METRIC ENGINEERING, INC. 525 TECHNOLOGY PARK, SUITE 153 LAKE MARY, FLORIDA 32746		CITY OF APOPKA ENGINEERING DIVISION			RIGHT OF WAY EXHIBIT	SHEET NO.
DATE	DESCRIPTION			CITY	INTERSECTION	COUNTY PROJECT NO.		T-2
				APOPKA	SR 500/US 441 AT BRADSHAW ROAD	2020-04		Page 102 of 437

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 11.

Meeting Date: November 6, 2024

Department: Community Development

SUBJECT:

Approve the Interlocal Agreement with Orange County: Ocoee Apopka Road transfer from Orange County to the City of Apopka

REQUEST:

Approve the transfer of Ocoee Apopka Road, from south of Keene Road to 13th Street, from Orange County to the City of Apopka and authorize the Mayor to sign and execute the Interlocal Agreement for this section of Binion Road.

SUMMARY:

At its meeting on June 19, 2024, the City Council approved the Interlocal Agreement (ILA), transferring a section of Ocoee Apopka Road, from Orange County to the City of Apopka. After the City's approval, Orange County requested changes to the ILA language that were accepted by the City and approved by the Orange County Board of County Commissioners on September 24, 2024. Because of the amendment to the ILA, the agreement must be brought back to the City Council for approval. Refer to the ILA in track changes for the prior and current language in Section 4 of the agreement.

The City of Apopka pursued this ILA based on the City's experience of unprecedented growth over the last few years that is significantly impacting available roadway capacity on both City and County roads. These roads include a portion of Ocoee Apopka Road, currently County-owned, maintained and operated. City staff, specifically the then Transportation Coordinator, met with Orange County staff to discuss the County's future plans and to partner with the County to address future capacity needs. The County acknowledged that Ocoee Apopka Road, currently or in the future, would need additional capacity, as well as, intersection improvements. However, the County declined to partner with the City to fund the improvements.

Without the County as a partner, the City looked to the development community to help fund the design, permitting and construction of said portion of Ocoee Apopka Road. The City Council entered into Transportation Impact Fee agreements with developers to ensure projects along Ocoee Apopka Road move forward in a timely manner to keep pace with capacity demands. It would be possible for the City to move the projects forward without taking ownership of this portion of Ocoee Apopka Road but the County's involvement in the development processes would create challenges, such as significant increase in project costs and review delays. The delays would not be due to higher roadway standards, as City design and construction standards are the same as the County's but mainly because of the difference in review process and Staff turnover. So, to minimize the time and costs of projects, it is in the City's best interest to acquire this section of Ocoee Apopka Road and manage the design and construction.

This specific segment of Ocoee Apopka Road, from south of Keene Road to 13th Street, has been heavily impacted by new developments in the City. Orange County agrees with this road transfer and in exchange for the City taking on the responsibilities associated with the acquisition, the County agrees to resurface south of the intersection with Alston Bay Boulevard to the Harmon Road intersection within 18 months of the execution of this agreement. The County is also conveying the parcel at 1102 Ocoee Apopka Road, 14.6 acres in size, to the City.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Approve the transfer of Ocoee Apopka Road, from south of Keene Road to 13th Street, from Orange County to the City of Apopka and authorize the Mayor to sign and execute the Interlocal Agreement for this section of Ocoee Apopka Road.

ATTACHMENTS:

1. ILA - Ocoee-Apopka Road
2. ILA - Ocoee-Apopka Road - Track Changes



PUBLIC WORKS DEPARTMENT • ROADS & DRAINAGE DIVISION
ED AVELLANEDA, P.E., *Manager*
SENDER GEORGE A. SHUPP, *Project Manager*
4200 South John Young Parkway • Orlando, Florida 32839-9205
407-836-7903 • 407-864-4429
E-mail: george.shupp@ocfl.net

October 4, 2024

Jean Sanchez
Senior Planner
Planning & Zoning Division
120 East Main Street
Apopka, FL 32703

Subject: Interlocal Agreement regarding transfer of Jurisdiction of a portion of Ocoee-Apopka Road within Orange County Road System

Dear Mrs. Sanchez:

On September 24th, 2024, the Orange County Board of County Commissioners approved the Interlocal Agreement regarding transfer of jurisdiction of a portion of Ocoee-Apopka Road from the south right of way line of West 13th Street to the north right of way line of Pastor Page Drive.

Please find the agreement attached to this letter. We are requesting you to forward this agreement to your City Council for their execution and approval.

Once approved by the City Council, return a certified copy of executed agreement to my attention, whereupon we will process the County Deed for execution and approval, we will then deliver the County Deed to the City per the terms of the agreement.

If you have any questions, please contact me at (407) 836-7903.

Sincerely,

George A. Shupp
Project Manager
Roads and Drainage Division

GS

Attachment

cc: Jon Weiss P.E., Deputy County Administrator, County Administration
Georgiana Holmes, Deputy County Attorney, County Attorney's Office
Joseph Kunkel, P.E., Director, Public Works Department
Brett Blackadar, P.E., Deputy Director, Public Works Department
Eduardo Avellaneda, P.E., Manager, Roads & Drainage Division
Maricela Torres, P.E., Assistant Manager, Roads & Drainage Division
Hitesh Barde, P.G., Senior Project Manager, Roads & Drainage Division
Rojesh Sankar, Assistant Project Manager, Roads & Drainage Division

BCC Mtg. Date: September 24, 2024

THIS INSTRUMENT SHOULD BE RETURNED TO
Susan Bone
City Clerk
City of Apopka
120 East Main Street
Apopka, Florida 32703

**INTERLOCAL AGREEMENT REGARDING TRANSFER OF JURISDICTION
OF A PORTION OCOEE-APOPKA ROAD WITHIN ORANGE COUNTY ROAD SYSTEM**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“County”) and the CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida (“City”) for the purpose of transferring the jurisdiction of a portion of Ocoee-Apopka Road within the Orange County Road System.

RECITALS

WHEREAS, the County and City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements;

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

WHEREAS, subsequent to July 1, 1995, and pursuant to Section 335.0415(3), Florida Statutes, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, the City desires to own (or accept dedication of, whichever is appropriate), operate, maintain, control, and have responsibility over the local County road known as Ocoee-Apopka Road from south right-of-way line of West 13th Street, south to the north right-of-way line of Pastor Page Drive, including associated drainage easements and retention areas, more particularly described in Exhibit “A” (“Road Segment”); and

WHEREAS, this Agreement is intended to address the transfer of the Road Segment from County’s road system to City’s city street system for purposes of ownership, operation, and maintenance, to provide funding for necessary road resurfacing for the Road Segment, and to act as an acknowledgment

by City of its ownership, jurisdiction, and authority to operate and maintain such roads upon the effective date of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Recitals.* The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. *Transfer of Jurisdiction of Road Segment.* In accordance with Section 335.0415(3), Florida Statutes, County and City hereby agree to the permanent transfer of ownership, control, operation, and roadway maintenance responsibilities from County to City of the Road Segment. County shall provide all documents and drawings concerning the road drainage and right-of-way, to the extent such documents are in County's possession. City's jurisdiction to operate and maintain Road Segment means the authority and responsibility to maintain, control, repair, and improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such roads. The Road Segment is therefore deemed to be a part of City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, and solely to the extent sovereign immunity has been waived under Florida Statute Section 768.28, liability for torts shall be in City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Agreement, City shall have the same governmental, corporate, and proprietary powers with relation to Road Segment that City has with relation to other public roads and rights-of-way within its jurisdiction.
3. *Dedication and Acceptance; Deed; Vesting of Title.* For any right-of-way for the Road Segment that is or may be in possession of County by dedication, including right-of-way associated with drainage, County hereby dedicates to City, and City hereby accepts such right-of-way. For any right-of-way for the Road Segment that is or may be held in fee title by County, including right-of-way associated with drainage, County shall execute, record (at the City's expense), and deliver a

County Deed in favor of the City substantially in the form attached hereto as Exhibit “B,” for any portion of Ocoee-Apopka Road from south right-of-way line of West 13th Street, south to the north right-of-way line of Pastor Page Drive that the County holds, or may hold, fee title or a property interest, as specifically described in the legal description and map attached to Exhibit “B” as Appendix “A,” within thirty (30) days of execution of this Agreement. Within fifteen (15) days of receipt thereof, City shall accept the deed and right-of-way by recording the deed(s) in the Public Records of Orange County, Florida, at City’s expense. Additionally, County agrees to convey 1102 Ocoee Apopka Road (Parcel ID 17-21-28-0000-00-009) to City by County Deed within thirty (30) days of execution of this Agreement, which shall be accepted by City by recording the deed in the Public Records of Orange County, Florida, at City’s expense, withing fifteen (15) days of receipt.

4. *Road Resurfacing.* In exchange for City taking on the responsibilities and expenses associated with ownership and responsibility for the Road Segment, County agrees to perform milling and resurfacing of the portion of the Road Segment from (1) the point where the road widens to four lanes approximately 400 feet south of its intersection with Alston Bay Boulevard to (2) the southern edge of the Road Segment’s intersection with Harmon Road, a distance of approximately 2,250 feet, as depicted in Exhibit B (“Resurfacing Segment”). County shall commence the milling and resurfacing of the Resurfacing Segment (the “M&R Work”) within eighteen (18) months of the execution of this Agreement and complete such M&R Work within twelve (12) months thereafter.

5. *Miscellaneous.*

5.1 Amendments. This Agreement may be amended only by express written instrument approved by the Board of County Commissioners of County and the City Council of City and executed by the authorized officer(s) of each.

5.2 Validity. County and City each represent, warrant, and covenant to and with the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. County

and City each hereby represent, warrant, and covenant to and with the other that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and that this Agreement constitutes a legal, valid, and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other parties hereto).

- 5.3 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.
- 5.4 Headings. The headings and captions of paragraphs or subparagraphs used in this Agreement are for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction or interpretation of this Agreement.
- 5.5 Severability. The provisions of this Agreement are declared by the parties to be severable only to the extent the remaining provisions can effectuate the purpose and intent of the parties.
- 5.6 Governing Law; Venue; Attorneys' Fees and Costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida. In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels.
- 5.7 Entire Agreement. This Agreement, along with its exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.

- 5.8 Counterparts. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 5.9 Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing. Notice shall be deemed delivered when given by hand delivery; notice shall be deemed delivered five (5) days after being deposited in the United State Mail, postage prepaid, certified, or registered; notice shall be deemed delivered the next business day after being dropped with a recognized overnight mail or courier delivery service; notices shall be deemed delivered the next business day when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. Notices shall be addressed as follows:

IF TO COUNTY: Director, Orange County Public Works Department
 4200 South John Young Parkway
 Orlando, Florida 32839
 Facsimile: 407.836.7716

WITH COPY TO: County Attorney
 Orange County Administration Center
 201 South Rosalind Avenue
 Orlando, Florida 32801
 Facsimile: 407.836.5888

IF TO CITY: City Administrator
 City of Apopka
 120 East Main Street
 Apopka, Florida 32703
 Facsimile: 407.703.1705

WITH COPY TO: City Attorney
 City of Apopka
 120 East Main Street
 Apopka, Florida 32703
 Facsimile: 407.703.1793

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party

may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this subparagraph.

6. *Effective Date.* This Agreement shall become effective on the date of execution by County or the date of execution by City, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated below.

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

ORANGE COUNTY, FLORIDA, a political
subdivision of the State of Florida,


Deputy Clerk

David Rooney
Printed Name




for Jerry Demings
Mayor

September 24, 2024
Date

ATTEST:

CITY OF APOPKA, FLORIDA, a municipal
corporation of the State of Florida,

Susan M. Bone, City Clerk

Bryan Nelson, Mayor

Date

Exhibit “A”
Road Segment

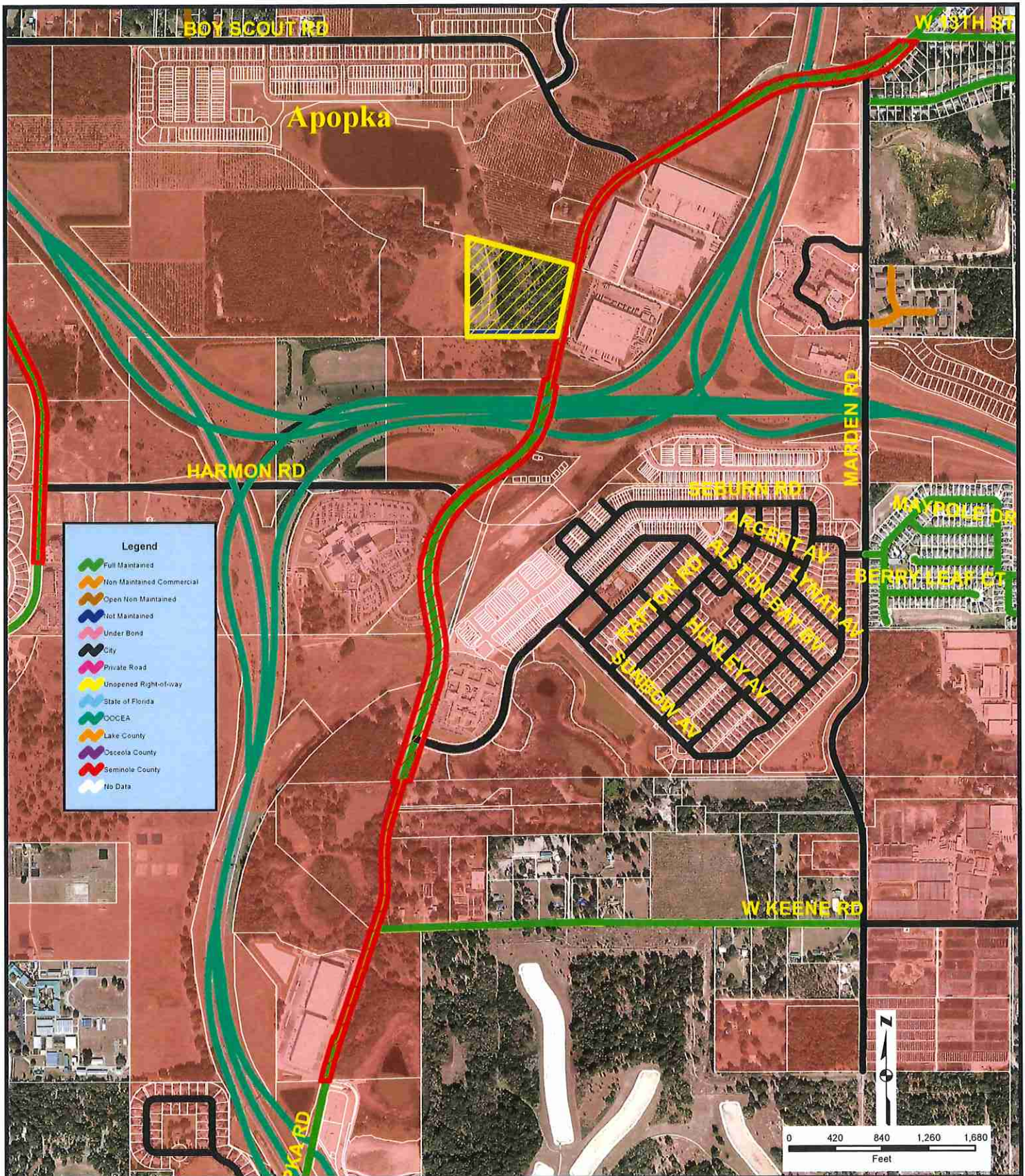


Exhibit "A"
Interlocal Agreement between City of Apopka and
Orange County regarding the Transfer of Jurisdiction
of Ocoee Apopka Road from Oak Pointe North Subdivision
to West 13th Street

Author: George Shupp

Checked by:

Date Saved: 3/11/2024

All data, information, and maps are provided
 "as is" without warranty or any representation
 of accuracy, timeliness of completeness

Exhibit "B"

Project: Interlocal Agreement with the City of Apopka and Orange County regarding the Transfer of Jurisdiction of Ocoee Apopka Road

COUNTY DEED

THIS DEED, made as of the date signed below, by Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the City of Apopka, a municipal corporation, under the laws of the state of Florida, whose address is 1201 E. Main St., Apopka, Florida, 32703 GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED APPENDIX "A"

Property Appraiser's Parcel Identification Number:

Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement regarding the Transfer of Jurisdiction of Ocoee Apopka Road from Oak Pointe North Subdivision to West 13th Street.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Interlocal Agreement with the City of Apopka and Orange County regarding the Transfer of Jurisdiction of Ocoee Apopka Road

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Jerry L. Demings, Mayor
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, Orange County Comptroller,
as Clerk to the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name

LEGAL DESCRIPTION

PROJECT: COUNTY ROAD 437A (A.K.A. OCOEE-APOPKA ROAD) - FROM C.R. 437A AT OAK POINTE NORTH TO WEST 13TH STREET

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION:

THE EXISTING RIGHT OF WAY FOR COUNTY ROAD 437A, ALSO KNOWN AS OCOEE-APOPKA ROAD, SITUATED WITHIN SECTIONS 16,17,20, AND 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION MAPS SECTION 75520-2601 AND SECTION 7552-151, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT COUNTY ROAD 437A (A.K.A. OCOEE-APOPKA ROAD) AND THE WESTERLY EXTENSION OF THE NORTH LINE OF OAK POINTE NORTH, CITY OF APOPKA AS RECORDED IN PLAT BOOK 113, PAGES 143 THROUGH 146 AS LOCATED IN SAID SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTHERLY ALONG COUNTY ROAD 437A (A.K.A. OCOEE-APOPKA ROAD) ALONG SAID RIGHT-OF-WAY THROUGH SAID SECTIONS 16, 17, 20, AND 29 AND TERMINATING AT THE SOUTH RIGHT-OF-WAY LINE OF WEST 13TH STREET AS LOCATED IN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 28 EAST, INCLUDING AN ABUTTING DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1147, PAGE 359, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1. ADDITIONS OR DELETIONS TO SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 2. ALL MAPPED FEATURES SHOWN HEREON WERE OBSERVED UNDER THE DIRECTION OF THE SIGNING SURVEYOR OF THIS SKETCH UNLESS OTHERWISE SPECIFIED.
- 3. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER MATTERS THAT A TITLE SEARCH MIGHT DISCLOSE.
- 4. PUBLIC RECORDS INDICATED HEREON ARE OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- 5. THIS IS NOT A BOUNDARY SURVEY.



DANIEL WHITTAKER,
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5648
DATE: 02/21/2024

I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

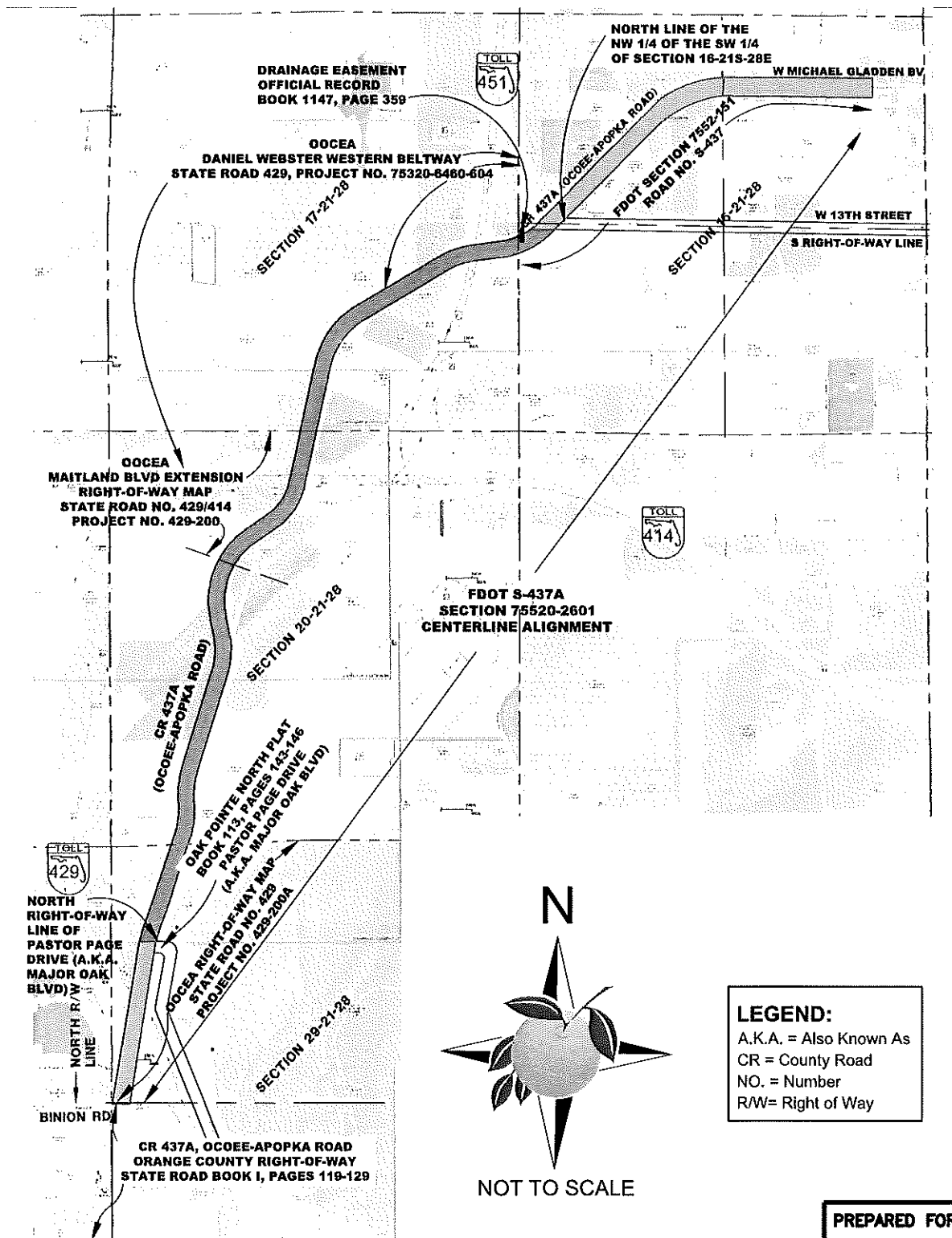
PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEET 2 OF 2

FIELD DATE: -----	DATE: 02/21/2024	SECTION: 16,17,20,29	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9206 (407) 836-7951 ORANGE COUNTY GOVERNMENT FLORIDA	DRAWING SCALE: N/A
DRAWN BY: JFM		TOWNSHIP: 21S		COUNTY PROJECT NUMBER
CHECKED BY: D. WHITTAKER	REVISIONS:	RANGE: 28E		9220
APPROVED BY: D. WHITTAKER		SHEET 1 OF 2		

SKETCH OF DESCRIPTION

PROJECT: COUNTY ROAD 437A (A.K.A. OCOEE-APOPKA ROAD) - FROM C.R. 437A AT OAK POINTE NORTH TO WEST 13TH STREET



NOT VALID WITHOUT SHEET 1 OF 2

PREPARED FOR:
REAL ESTATE MANAGEMENT

FIELD DATE: -----	DATE: 02/21/2024	SECTION: 16,17,20,29	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32836-9205 (407) 838-7981	ORANGE COUNTY GOVERNMENT 	DRAWING SCALE: NTS
DRAWN BY: JFM		TOWNSHIP: 21S			COUNTY PROJECT NUMBER 9220
CHECKED BY: D. WHITTAKER	REVISIONS:	RANGE: 28E			
APPROVED BY: D. WHITTAKER		SHEET 2 OF 2			

LEGAL DESCRIPTION
PROJECT: EMERY DRIVE

DESCRIPTION:

A parcel of land located in the Southwest 1/4 of Section 17, Township 21 South, Range 28 East, Orange County, Florida, As described in Deed Book 168, Page 156 and Official Record Book 3888, Page 2391, as recorded in the Public Records of Orange County, Florida, inclusive of the South 60.00 feet of abutting right-of-way known as Emery Drive, further described as follows:

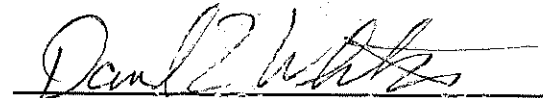
Commence at the South 1/4 corner of said Section 17, Township 21 South, Range 28 East, Orange County Florida; Thence run along the South line of said Southwest 1/4, N 89° 59' 43" W a distance of 109.10 feet to a point on the Westerly right-of-way line of Ocoee - Apopka Road (also known as County Road 437A) and the Southeast corner of Emery Drive, per said Official Record Book 3888, Page 2391, point also being the POINT OF BEGINNING; Thence continue along said South line of the Southwest 1/4 and the Southerly right-of-way line of said Emery Drive, N 89° 59' 43" W a distance of 818.99 feet to the Southeast corner of Tract C-1, Ridge, according to the plat thereof as recorded in Plat Book 115 Pages 1 through 6, of said Public Records of Orange County, Florida; Thence run N 00° 22' 08" E along the East line of said Tract C-1, a distance of 886.88 feet to the Northeast corner of said Tract C-1, point also being a point on the Southerly line of Lot 3, of aforesaid Ridge; Thence run S 74° 37' 52" E along said Southerly line, a distance 991.60 feet to a point on the aforementioned Westerly right-of-way line of Ocoee-Apopka Road; Thence departing aforesaid Southerly line of Lot 3, run S 12° 53' 33" W along the aforesaid Westerly right-of-way line of Ocoee-Apopka Road a distance of 640.26 feet to the POINT OF BEGINNING.

Containing 15.61 Acres, More or Less.

SURVEYOR'S NOTES:

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. This legal description was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
3. Bearing basis for this description is based on the South line of the Southwest 1/4 of Section 17, Township 21 South, Range 28 East of Orange County, Florida, per Ridge Plat Book 115 Pages 1-6, Public Records of Orange County, Florida. Bearing being N 89° 59' 43" (Assumed).
4. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
5. This is not a Boundary Survey.

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



DANIEL L. WHITTAKER,
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5648
DATE: 08/14/2024

I HEREBY AFFIRM THAT THIS LEGAL DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 1

PREPARED FOR:
REAL ESTATE MANAGEMENT

FIELD DATE: -----	DATE: 04/09/2024	SECTION: 17	 PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	DRAWING SCALE: N/A
DRAWN BY: JFM/CDW		TOWNSHIP: 21S		COUNTY PROJECT NUMBER
CHECKED BY: D. WHITTAKER	REVISIONS:	RANGE: 28E		9231
APPROVED BY: D. WHITTAKER		SHEET 1 OF 1		

THIS INSTRUMENT SHOULD BE RETURNED TO
Susan Bone
City Clerk
City of Apopka
120 East Main Street
Apopka, Florida 32703

**INTERLOCAL AGREEMENT REGARDING TRANSFER OF JURISDICTION
OF A PORTION OCOEE-APOPKA ROAD WITHIN ORANGE COUNTY ROAD SYSTEM**

THIS INTERLOCAL AGREEMENT (Agreement”) is made and entered into by and between ORANGE COUNTY, a Charter County and political subdivision of the State of Florida (“County”) and the CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida (“City”) for the purpose of transferring the jurisdiction of a portion of Ocoee-Apopka Road within the Orange County Road System.

RECITALS

WHEREAS, County and City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements;

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, City desires to own (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over the local County road known as Ocoee-Apopka Road from south right-of-way line of West 13th Street, south to the north right-of-way line of Pastor Page Drive, including associated drainage easements and retention areas, more particularly described in Exhibit A (“Road Segment”); and

WHEREAS, this Agreement is intended to address the transfer of the Road Segment from County’s road system to City’s city street system for purposes of ownership, operation and maintenance, to provide for funding for necessary road resurfacing for the Road Segment, and to act as an

acknowledgment by City of its ownership, jurisdiction and authority to operate and maintain such roads upon the effective date of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Recitals.* The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. *Transfer of Jurisdiction of Road Segment.* In accordance with Section 335.0415(3), Florida Statutes, County and City hereby agree to the permanent transfer of ownership, control, operation and roadway maintenance responsibilities from County to City of the Road Segment. County shall provide all documents and drawings concerning the road drainage and right-of-way, to the extent such documents are in County's possession. City's jurisdiction to operate and maintain Road Segment means the authority and responsibility to maintain, control, repair, and improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such roads. The Road Segment is therefore deemed to be a part of City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Agreement, City shall have the same governmental, corporate, and proprietary powers with relation to Road Segment that City has with relation to other public roads and rights-of-way within its jurisdiction.
3. *Dedication and Acceptance; Deed; Vesting of Title.* For any right-of-way for the Road Segment that is or may be in possession of County by dedication, including right-of-way associated with drainage, County hereby dedicates to City, and City hereby accepts such right-of-way. For any right-of-way for the Road Segment that is or may be held in fee title by County, including right-of-way associated with drainage, County shall execute a County deed in favor of City within thirty

(30) days of execution of this Agreement. Within fifteen (15) days of receipt thereof, City shall accept the deed and right-of-way by recording the deed(s) in the Public Records of Orange County, Florida, at City's expense. Additionally, Orange County agrees to convey 1102 Ocoee Apopka Road (Parcel ID 17-21-280000-00-009) to the City by deed within thirty (30) days of execution of this Agreement, which shall be accepted by the City by County recording the deed in the Public Records of Orange County, Florida at City's expense, within 15 days of receipt.

4. *Road Resurfacing.* In exchange for City taking on the responsibilities and expenses associated with ownership and responsibility for the Road Segment, County agrees to perform milling and resurfacing of the portion of the Road Segment from (1) the point where the road widens to four lanes approximately 400 feet south of its intersection with Alston Bay Boulevard to (2) the southern edge of the Road Segment's intersection with Harmon Road, a distance of approximately 2,250 feet, as generally depicted in Exhibit B ("Resurfacing Segment"). County shall commence the milling and resurfacing of the Resurfacing Segment (the "M&R Work") within eighteen (18) months of the execution of this Agreement, and complete such M&R Work within twelve (12) months thereafter. ~~In the alternative, Orange County may, by written notice within sixty (60) days of execution of this Agreement, elect to have City perform the M&R Work and reimburse City for its actual, reasonable costs incurred, in an amount equal to no more than County's costs if using its lowest price contractor. Within twelve (12) months of receiving such notice from County, City shall award a contract for the performance of the M&R Work through sealed, competitive bidding as provided under Chapter 255, Florida Statutes. Within thirty (30) days of City issuing a notice of the award to the winning bidder, Orange County shall remit the total bid price of the award for the M&R Work to the City.~~

5. *Miscellaneous.*

- 5.1 Amendments. This Agreement may be amended only by express written instrument approved by the Board of County Commissioners of County and the City Council of City, and executed by the authorized officers of each.

- 5.2 Validity. County and City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. County and City each hereby represents, warrants, and covenants to and with the other that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and that this Agreement constitutes a legal, valid, and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other parties hereto).
- 5.3 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.
- 5.4 Headings. The headings and captions of paragraphs or subparagraphs used in this Agreement are for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction or interpretation of this Agreement.
- 5.5 Severability. The provisions of this Agreement are declared by the parties to be severable only to the extent the remaining provisions can effectuate the purpose and intent of the parties.
- 5.6 Governing Law; Venue; Attorneys' Fees and Costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida. In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels.

- 5.7 Entire Agreement. This Agreement, along with its exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.
- 5.8 Counterparts. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 5.9 Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing. Notice shall be deemed delivered when given by hand delivery; notice shall be deemed delivered five (5) days after being deposited in the United State Mail, postage prepaid, certified, or registered; notice shall be deemed delivered the next business day after being dropped with a recognized overnight mail or courier delivery service; notices shall be deemed delivered the next business day when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. Notices shall be addressed as follows:

IF TO COUNTY: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839
Facsimile: 407.836.7716

WITH COPY TO: County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, Florida 32801
Facsimile: 407.836.5888

IF TO CITY: City Administrator
City of Apopka
120 East Main Street
Apopka, Florida 32703
Facsimile: 407.703.1705

WITH COPY TO: City Attorney
City of Apopka

120 East Main Street
Apopka, Florida 32703
Facsimile: 407.703.1793

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this subparagraph.

6. *Effective Date.* This Agreement shall become effective on the date of execution by the County or the date of execution by the City, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated below.

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

ORANGE COUNTY, a Charter County and
political subdivision of the State of Florida,

Deputy Clerk

Jerry Demings
Mayor

Printed Name

Date

ATTEST:

CITY OF APOPKA, FLORIDA, a municipal
corporation of the State of Florida,

Susan Bone, City Clerk

Bryan Nelson, Mayor

Date



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 12.

Meeting Date: November 6, 2024

Department: Police Department

SUBJECT:

Acceptance of Department of Transportation Grant for Enforcement of Speeding and Aggressive Driving in Apopka. Project number SC-2025-00192.

REQUEST:

Authorize the Police Chief to accept and sign the grant award.

SUMMARY:

The Police Department applied for and received grant funding for the enforcement of speeding and aggressive driving in Apopka. The Police Department has received an award for the following grant in the listed amount:

1. Enforcement of Speeding and Aggressive Driving in Apopka.
(\$45,000.00 in overtime for salary and benefits funding for enforcement efforts)

FUNDING SOURCE:

Grant Funding from Department of Transportation with no matching funds required.

RECOMMENDED MOTION:

Authorize the Chief of Police to accept and sign to accept the listed grant.

ATTACHMENTS:

1. FDOTSubgrantAgreement-2025 (Speed)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i>	
Project Number: SC-2025-00192	FDOT Contract Number: G3398
Federal Funds Awarded: \$45,000	FDOT UEI Number: RFKGNHR7ZH37
Subgrant Award (Start) Date:	Subgrant End Date: 09/30/2025
Part I: GENERAL ADMINISTRATIVE INFORMATION	
1. Project Title: Enforcement of Speeding and Aggressive Driving in Apopka	
2. Federal Funding: \$45,000 Match: \$0 Total Cost: \$45,000	
3. Subrecipient Agency: Agency Name: City of Apopka Address: 120 E. Main St. City: Apopka State: Florida Zip: 32703	4. Implementing Agency: Agency Name: Apopka Police Department Address: 112 E. 6th St. City: Apopka State: Florida Zip: 32703
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000265 021	
6. Federal Unique Entity Identifier (UEI) Number: U5ELGNDQMLV3	
7. Chief Financial Officer: Name: Shekenya Jackson Address: 150 E. 5th St. City: Apopka State: Florida Zip: 32703 Telephone: (407) 703-1819 819 E-mail: SJackson@apopka.net	8. Project Director: (Can not receive any benefit under this subgrant) Name: Jason Woertman Address: 112 E. 6th St. City: Apopka State: Florida Zip: 32703 Telephone: (407) 703-1771 486 E-mail: JWoertman@apopka.net
9. Financial Reimbursement Contact: Name: Clifford MacDonald Title: Traffic Unit Officer Telephone: (407) 703-1771 238 E-Mail: CMacDonald@apopka.net	10. Project Activity Contact: Name: Clifford MacDonald Title: Traffic Unit Officer Telephone: (407) 703-1771 238 E-Mail: CMacDonald@apopka.net
11. Payment Remittance Address: Name: City of Apopka Address: 120 E. Main St. City: Apopka State: Florida Zip: 32703	

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

Consisting of nearly 35 square miles, the City of Apopka is in northwest Orange County, Florida, and is the second largest municipality in Orange County. Apopka ranks 15th in the "Speeding and Aggressive Driving - Group II" category in the fiscal year (FY) 2025 Highway Safety Matrix.

Concerning speeding and/or aggressive driving, Apopka's police officers investigated 393 crashes during the five years from January 1, 2019, to December 31, 2023. Unfortunately, these numbers are likely a gross underestimate in terms of the actual number of speed-related crashes. Florida Statutes and Rules of Evidence make it a challenge to attribute high speed to traffic crashes, even for the most experienced investigators.

The chance of fatalities in a crash doubles for every 10 miles per hour (mph) a car travels above 50 mph. According to the National Safety Council, if a car is traveling at 30 mph and accelerates to 60 mph, the amount of energy upon impact is four times greater. Speeding is part of the overall problem of aggressive driving, which can involve following too closely, refusing to yield the right of way, running red lights, weaving in and out of traffic, and passing improperly.

The Apopka Police Department plans on adopting a strategy of aggressive public education and enforcement to reduce the risk of harm to our citizens. It is our goal to increase safety awareness and reduce injury crashes.

2. Proposed Solution:

High-visibility enforcement campaigns have been used to deter speeding and aggressive driving through both specific and general enforcements. In the high-visibility enforcement model, our officers will select high-crash or high-violation geographical areas during either expanded regular patrols or designated aggressive driving patrols. The purpose of this model is to show the public that speeding and aggressive driving actions are likely to be detected and that offenders will be stopped and held accountable.

Officers will focus on drivers who commit common aggressive driving actions such as speeding, following too closely, and running red lights. Our proposed program aims to reduce traffic fatalities and injuries by implementing enforcement campaigns targeting speed and aggressive driving infractions. The Apopka Police Department will utilize resources to conduct high-visibility enforcement operations at locations identified as having a high frequency of traffic crashes and/or fatalities to supplement existing traffic operations. The Project Coordinator (or management designee) will collect and retain data for Safety Office inspections and reports.

Two (2) existing speed trailers and one (1) message board will be situated in areas with high crash rates and citizen complaints to discourage drivers from speeding and unsafe driving.

The Traffic Unit supervisor will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving within our jurisdictional limits. The Project Coordinator will coordinate these enforcement campaigns at least twice a month and will ensure that the day and time of enforcement are alternated. Doing so will allow the Traffic Unit to address a broad range of complaints and different peak crash times.

The Project Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer that performs under this subgrant will complete any mandated training and will complete the required Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be maintained by the Project

Director, who will ensure that copies are attached to each monthly reimbursement invoice submitted to the FDOT State Safety Office.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 5% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 3 speed and/or aggressive driving high visibility overtime enforcement operations per month.
- d. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct and/or participate in 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period and provide details.
- f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 3 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 5% citywide, when compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Enforcement of Speeding and Aggressive Driving in Apopka
Project Number: SC-2025-00192
FDOT Contract Number: G3398

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), and Retirement.	\$45,000	\$0	\$45,000	No
Subtotal:		\$45,000	\$0	\$45,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Subtotal:		\$0	\$0	\$0	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$45,000	\$0	\$45,000	

Part IV: PERFORMANCE REPORT

Project Title: Enforcement of Speeding and Aggressive Driving in Apopka

Project Number: SC-2025-00192

FDOT Contract Number: G3398

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient 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 Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures 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 Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient 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 Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program; and/or
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient'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.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

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

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement 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 the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed 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.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Debarment and Suspension. No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);
 - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
 - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
 - (l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

- (b) Shall expressly require any 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 subcontractor during the Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors 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"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall 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.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, 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.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient 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, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
 - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. 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.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient 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 Subrecipient, 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.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient 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.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

- 56. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 57. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.
- Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.
- If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.
- 58. How this Agreement is Affected by Provisions Being Held Invalid.** 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 59. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits;
 - (b) Failure to provide required performance and final narrative reports in the required time frame;
 - (c) Failure to perform work described in Part II of this Agreement;
 - (d) Failure to provide reimbursement requests and performance reports in the required time frame;
 - (e) Providing fraudulent performance reports or reimbursement requests; or
 - (f) Misuse of equipment purchased with Federal highway safety funds.
- 60. Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 61. Personnel Hired or Paid Under this Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
 - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

- i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
- ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 \$25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of airfare;
 - ii. Travel to conference;
 - iii. Travel which includes a registration fee;
 - iv. Out-of-subgrant-specified work area travel; or
 - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

- (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
 - i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
 - ii. Total contract amount;
 - iii. Scope of work/Services to be provided;
 - iv. Quantifiable, measurable, and verifiable units of deliverables;
 - v. Minimum level of service to be performed and criteria for evaluating successful completion;
 - vi. Budget/Cost Analysis; and
 - vii. Method of compensation/Payment Schedule.
- (c) **Additional Required Clauses.**
 - i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."
 - ii. **Buy American Act Clause** (see Section 4 of Part V)
 - iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
 - iv. **Cooperation with Inspector General** (see Section 32 of Part V)
 - v. **DBE Clause** (see Section 10 of Part V)
 - vi. **E-Verify Clause** (see Section 33 of Part V)
 - vii. **Nondiscrimination Clause** (see Section 16 of Part V)
 - viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
 - ix. **Integrity Certification Clause** (see Section 27 of Part V)
 - x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
 - xi. **Indemnification and Insurance** (see Section 34 of Part V)
 - xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
 - xiii. **Human Trafficking Clause** (see Section 23 of Part V)
 - xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
 - xv. **Termination for Convenience** (see Section 22 of Part V)

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was 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. Invoices for cost reimbursement subgrants 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 subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. 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: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. Personnel Services.

- a. **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 can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

- b. **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.
 - ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
 - iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
 - iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
 - v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
 - vi. **Indirect Cost.** If the subgrant 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.
- All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.
- Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.
- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.
 - (e) **Frequency and Deadlines for Submission.**
 - i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.
 - (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
 - (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, 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 goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- 71. Tracking and Retention of Financial Records.** The Subrecipient 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 Subrecipients 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.
- 72. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.
- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 76. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
 - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
 - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
 - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.
High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
 - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
 - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
 - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am, aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).
- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting;
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;
 - iii. The amount allocated for paid media;
 - iv. Anticipated creative costs associated with the paid media; and
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;

- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** \$45,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsr.gov
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37523300004020FL0	02/14/2023

Project Title: Enforcement of Speeding and Aggressive Driving in Apopka
Project Number: SC-2025-00192
FDOT Contract Number: G3398

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only) STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: _____ <i>Authorized FDOT State Safety Office Representative</i> Date: _____ <i>Date Signed</i>	SUBRECIPIENT By: _____ <i>Signature of Authorized Representative</i> Name: _____ <i>Authorized Representative's Name Printed</i> Title: _____ <i>Authorized Representative's Title Printed</i> Date: _____ <i>Date Signed</i>
Reviewed for the Florida Department of Transportation: By: _____ <i>Authorized FDOT Attorney</i> Date: _____ <i>Date Signed</i>	IMPLEMENTING AGENCY By: _____ <i>Signature of Authorized Representative</i> Name: _____ <i>Authorized Representative's Name Printed</i> Title: _____ <i>Authorized Representative's Title Printed</i> Date: _____ <i>Date Signed</i>

NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 13.

Meeting Date: November 6, 2024

Department: Police Department

SUBJECT:

Acceptance of Department of Transportation Grant for Enforcement of Distracted Driving in Apopka. Project number DD-2025-00268.

REQUEST:

Authorize the Police Chief to accept and sign the grant award.

SUMMARY:

The Police Department applied for and received grant funding for the enforcement of distracted driving in Apopka. The Police Department has received an award for the following grant in the listed amount:

1. Enforcement of Distracted Driving in Apopka (\$20,000.00 in overtime for salary and benefits funding for enforcement efforts.)

FUNDING SOURCE:

Grant Funding from the Department of Transportation with no matching funds required.

RECOMMENDED MOTION:

Authorize the Chief of Police to accept and sign to accept the listed grant.

ATTACHMENTS:

1. FDOTSubgrantAgreement-2025 (Distracted)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i>	
Project Number: DD-2025-00268	FDOT Contract Number: G3428
Federal Funds Awarded: \$20,000	FDOT UEI Number: RFKGNHR7ZH37
Subgrant Award (Start) Date:	Subgrant End Date: 09/30/2025
Part I: GENERAL ADMINISTRATIVE INFORMATION	
1. Project Title: Enforcement of Distracted Driving in Apopka	
2. Federal Funding: \$20,000 Match: \$0 Total Cost: \$20,000	
3. Subrecipient Agency: Agency Name: City of Apopka Address: 120 E. Main St. City: Apopka State: Florida Zip: 32703	4. Implementing Agency: Agency Name: Apopka Police Department Address: 112 E. 6th St. City: Apopka State: Florida Zip: 32703
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000265 021	
6. Federal Unique Entity Identifier (UEI) Number: U5ELGNDQMLV3	
7. Chief Financial Officer: Name: Shekenya Jackson Address: 150 E. 5th St. City: Apopka State: Florida Zip: 32712 Telephone: (407) 703-1819 819 E-mail: SJackson@apopka.net	8. Project Director: (Can not receive any benefit under this subgrant) Name: Jason Woertman Address: 112 E. 6th St. Apopka, FL. 32703 City: Apopka State: Florida Zip: 32703 Telephone: (407) 703-1771 E-mail: JWoertman@apopka.net
9. Financial Reimbursement Contact: Name: Clifford MacDonald Title: Traffic Unit Officer Telephone: (407) 703-1771 238 E-Mail: CMacDonald@apopka.net	10. Project Activity Contact: Name: Clifford MacDonald Title: Traffic Unit Officer Telephone: (407) 703-1771 238 E-Mail: CMacDonald@apopka.net
11. Payment Remittance Address: Name: City of Apopka Address: 120 E. Main St. City: Apopka State: Florida Zip: 32703	

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

In 2021, 3,522 people lost their lives due to distracted driving and another 362,415 were injured. About 1 in 5 of the people who died in crashes involving a distracted driver in 2021 were not in vehicles. They were walking, riding their bikes, or otherwise outside a vehicle.

Distracted driving occurs when drivers divert their attention away from driving to focus on some other activity. While distracted driving discussions often focus on cell phone use or texting while driving, other activities such as eating, talking to other passengers, or adjusting settings on the radio can also be distractions. There are three main types of distraction: visual: taking your eyes off the road; manual: taking your hands off the wheel; and cognitive: taking your mind off driving (National Highway Traffic Safety Administration [NHTSA], 2023). Apopka is in the northwest part of Orange County. A part of the Orlando-Kissimmee-Sanford Metropolitan Statistical Area, the city's nearly 35 square miles are home to over 55,000 residents. Several major roadways pass through the city, including US 441 and State Roads 414, 429 and 436.

In 2023, there were 854 crashes involving distracted driving in the city of Apopka. Of these, 78 resulted in injuries and 2 resulted in fatalities. According to the Florida Department of Transportation [FDOT] fiscal year 2024 Highway Safety Matrix, the City of Apopka ranked 3rd for distracted driving-related serious injuries and fatalities out of 104 cities with populations between 15,000 and 74,999.

As the City of Apopka continues to grow as a gateway to the greater Orlando Metropolitan Area, there is a need for increased distracted driving education and enforcement to save lives and improve the safety of the city's roadways.

Sources:

Cdc.gov/transportationsafety/Distracted Driving
Nhtsa.gov/risky-driving/distracted-driving
Florida Department of Transportation Highway Safety Matrix (2024)
Signal Four Analytics
Strategic Highway Safety Plan (SHSP)
U.S. Census Bureau

2. Proposed Solution:

The Apopka Police Department (APD) will conduct high visibility enforcement overtime operations to target and educate distracted drivers. Operations will be conducted at locations which have been identified as having a high frequency of traffic crashes, especially those where distracted driving was involved. Additional areas of emphasis will include the areas surrounding the eight public schools located within the municipal limits of Apopka. Officers will seek out distracted drivers through special roving patrols, or through spotter techniques where a stationary officer will radio ahead to another officer when a distracted driver is detected. Officers with higher vantage points, Sport Utility Vehicle (SUVs), and unmarked vehicles will assist in identifying violators.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by FDOT Safety Office
- b. Strive to decrease distracted-driving crashes and fatalities city-wide by 5% when compared to the 10/01-09/30 time period from the previous year.
- c. Conduct at least 4 distracted driving high visibility overtime enforcement operations per quarter.
- d. Conduct and/or participate in 2 educational/community outreach activities to increase distracted driving

awareness during the project period.

- e. Provide distracted driving information and education to the public through the use of message boards, local media outlets, social media and/or press releases at least 2 times during the project period.

4. Evaluation:

- a. Enforcement activity start date
- b. Distracted driving-related crashes and fatalities are reduced by 5% city-wide, compared to the 10/01 to 09/30 period from the previous year.
- c. The number of distracted driving high visibility overtime enforcement operations conducted per quarter.
- d. The number of educational/community outreach activities conducted and/or participated in to increase distracted driving awareness during the project period.
- e. The number of instances that distracted driving information and education is provided to the public through the use of message boards, local media outlets.

Part III: PROJECT DETAIL BUDGET

Project Title: Enforcement of Distracted Driving in Apopka
Project Number: DD-2025-00268
FDOT Contract Number: G3428

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.					
BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits.	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), and Retirement.	\$20,000	\$0	\$20,000	No
Subtotal:		\$20,000	\$0	\$20,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Subtotal:		\$0	\$0	\$0	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$20,000	\$0	\$20,000	

Part IV: PERFORMANCE REPORT

Project Title: Enforcement of Distracted Driving in Apopka
Project Number: DD-2025-00268
FDOT Contract Number: G3428

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Provide assistance and support Enforcement Distracted Driving in Apopka.
4. Conduct distracted driving high visibility enforcement operations.
5. Conduct outreach/educational activities for distracted driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient 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 Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures 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 Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient 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 Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program; and/or
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient'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.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.
- 3. Offsets.** If, after Agreement 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 the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed 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.
- 4. Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:
- The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.
- To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.
- 5. Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Debarment and Suspension. No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);
 - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
 - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
 - (l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

- (b) Shall expressly require any 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 subcontractor during the Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors 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"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall 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.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, 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.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient 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, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
 - iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. 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.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient 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 Subrecipient, 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.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient 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.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

- 56. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 57. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.
- Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.
- If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.
- 58. How this Agreement is Affected by Provisions Being Held Invalid.** 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 59. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits;
 - (b) Failure to provide required performance and final narrative reports in the required time frame;
 - (c) Failure to perform work described in Part II of this Agreement;
 - (d) Failure to provide reimbursement requests and performance reports in the required time frame;
 - (e) Providing fraudulent performance reports or reimbursement requests; or
 - (f) Misuse of equipment purchased with Federal highway safety funds.
- 60. Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 61. Personnel Hired or Paid Under this Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
 - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

- (c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.
- (d) **Overtime.**
- i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 \$25,000.00 and which have a term for a period of more than 1 year.”

64. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of airfare;
 - ii. Travel to conference;
 - iii. Travel which includes a registration fee;
 - iv. Out-of-subgrant-specified work area travel; or
 - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

- (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
 - i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
 - ii. Total contract amount;
 - iii. Scope of work/Services to be provided;
 - iv. Quantifiable, measurable, and verifiable units of deliverables;
 - v. Minimum level of service to be performed and criteria for evaluating successful completion;
 - vi. Budget/Cost Analysis; and
 - vii. Method of compensation/Payment Schedule.
- (c) **Additional Required Clauses.**
 - i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."
 - ii. **Buy American Act Clause** (see Section 4 of Part V)
 - iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
 - iv. **Cooperation with Inspector General** (see Section 32 of Part V)
 - v. **DBE Clause** (see Section 10 of Part V)
 - vi. **E-Verify Clause** (see Section 33 of Part V)
 - vii. **Nondiscrimination Clause** (see Section 16 of Part V)
 - viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
 - ix. **Integrity Certification Clause** (see Section 27 of Part V)
 - x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
 - xi. **Indemnification and Insurance** (see Section 34 of Part V)
 - xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
 - xiii. **Human Trafficking Clause** (see Section 23 of Part V)
 - xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
 - xv. **Termination for Convenience** (see Section 22 of Part V)

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was 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. Invoices for cost reimbursement subgrants 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 subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. 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: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. Personnel Services.

- a. **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 can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

- b. **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.
 - ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
 - iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
 - iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
 - v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
 - vi. **Indirect Cost.** If the subgrant 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.
- All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.
- Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.
- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.
 - (e) **Frequency and Deadlines for Submission.**
 - i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.
 - (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
 - (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, 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 goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- 71. Tracking and Retention of Financial Records.** The Subrecipient 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 Subrecipients 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.
- 72. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.
- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 76. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
 - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
 - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
 - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.
High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
 - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
 - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
 - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).
- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting;
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;
 - iii. The amount allocated for paid media;
 - iv. Anticipated creative costs associated with the paid media; and
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items.

Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;

- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** \$20,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsr.gov
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

<u>Federal Award Identification Number (FAIN):</u>	<u>FAIN Award Date:</u>
69A37522300004020FL0	05/16/2022

Project Title: Enforcement of Distracted Driving in Apopka

Project Number: DD-2025-00268

FDOT Contract Number: G3428

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: Authorized FDOT State Safety Office Representative

Date: Date Signed

Reviewed for the Florida Department of Transportation:

By: Authorized FDOT Attorney

Date: Date Signed

SUBRECIPIENT

By: Signature of Authorized Representative

Name: Authorized Representative's Name Printed

Title: Authorized Representative's Title Printed

Date: Date Signed

IMPLEMENTING AGENCY

By: Signature of Authorized Representative

Name: Authorized Representative's Name Printed

Title: Authorized Representative's Title Printed

Date: Date Signed

NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 14.

Meeting Date: November 6, 2024

Department: Police Department

SUBJECT:

Acceptance of Department of Transportation Grant for Enforcement of Impaired Driving in Apopka. Project number AL-2025-00270.

REQUEST:

Authorize the Police Chief to accept and sign the grant award.

SUMMARY:

The Police Department applied for and received grant funding for the enforcement of Impaired driving in Apopka. The Police Department has received an award for the following grant in the listed amount:

1. Enforcement of Impaired Driving in Apopka \$12,000.00

(reimbursement funds will be used for overtime for salary and benefits for enforcement efforts.)

FUNDING SOURCE:

Grant Funding from the Department of Transportation with no matching funds required.

RECOMMENDED MOTION:

Authorize the Chief of Police to accept and sign to accept the listed grant.

ATTACHMENTS:

1. FDOTSubgrantAgreement-2025 (Impaired)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i> Project Number: AL-2025-00270		FDOT Contract Number: G3420	
Federal Funds Awarded: \$12,000		FDOT UEI Number: RFKGNHR7ZH37	
Subgrant Award (Start) Date:		Subgrant End Date: 09/30/2025	
Part I: GENERAL ADMINISTRATIVE INFORMATION			
1. Project Title: Enforcement of Impaired Driving in Apopka			
2. Federal Funding: \$12,000		Match: \$0	Total Cost: \$12,000
3. Subrecipient Agency: Agency Name: City of Apopka Address: 120 E. Main St. City: Apopka State: Florida Zip: 32703		4. Implementing Agency: Agency Name: Apopka Police Department Address: 112 E. 6th St. City: Apopka State: Florida Zip: 32703	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000265 021			
6. Federal Unique Entity Identifier (UEI) Number: U5ELGNDQMLV3			
7. Chief Financial Officer: Name: Shekenya Jackson Address: 150 E. 5th St. City: Apopka State: Florida Zip: 32703 Telephone: (407) 703-1725 819 E-mail: SJackson@apopka.net		8. Project Director: (Can not receive any benefit under this subgrant) Name: Jason Woertman Address: 112 E. 6th St City: Apopka State: Florida Zip: 32703 Telephone: (407) 703-1771 E-mail: JWoertman@apopka.net	
9. Financial Reimbursement Contact: Name: Clifford MacDonald Title: Traffic Unit Officer Telephone: (407) 703-1771 238 E-Mail: CMacDonald@apopka.net		10. Project Activity Contact: Name: Clifford MacDonald Title: Traffic Unit Officer Telephone: (407) 703-1771 238 E-Mail: CMacDonald@apopka.net	
11. Payment Remittance Address: Name: City of Apopka Address: 120 E. Main St. City: Apopka State: Florida Zip: 32703			

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

Impaired driving is involved in 30% of all motor vehicle fatalities in the United States (11,654 in 2020). Alcohol impairment is measured by the amount of alcohol in the blood or blood alcohol concentration (BAC). As the BAC increases, the effects include a decline in visual and multi-tasking functions, reduced concentration, impaired perception, and an inability to respond quickly to emergencies. There is an average of one person killed every 45 minutes in the United States with an alcohol-impaired driver.

The problem is complicated by the growing number of impaired driving incidents that involve legal and illegal drugs, which require a blood or urine test. The frequency of impaired driving crashes is highest between the hours of midnight and 2 a.m., and on weekends. Impaired driving crashes disproportionately lead to fatalities, ranking second in the total number of fatalities, behind lane departure crashes.

Apopka is a gateway to Lake and Seminole Counties via US-441 and FL-436, where the combined daily traffic volume exceeds 86,000 vehicles. Apopka currently has three State Toll Roads (SR-429, SR-451, and SR-414) that traverse through the city limits. With these three toll roads, along with the approximate 9-mile stretch of US-441, Apopka provides easy access to the nightlife of downtown Orlando for those who live north of Orange County. Within the city of Apopka, the second largest municipality in Orange County, Apopka Police Officers investigated 172 impaired driving crashes during the five-year period of January 1, 2018, through December 31, 2022. These figures have resulted in Apopka placing 8th out of 104 agencies in the FY2024 Highway Safety Matrix - Ranking of Florida Cities (Group II - Population of 15,000-74,999).

Sources:

Centers for Disease Control and Prevention
Orange County Property Appraiser
Signal Four Analytics
Florida Strategic Highway Safety Plan (SHSP)

2. Proposed Solution:

With the FDOT subgrant funding, the Apopka Police Department (PD) will utilize countermeasures detailed in the National Highway Traffic Safety Administration (NHTSA) 11th Edition of the "Countermeasures that Work (CTW): A Highway Safety Countermeasure Guide for State Highway Safety Offices." Specifically, the CTW's found under Chapter 1: Alcohol-Impaired Driving and Chapter 2: Drug-Impaired Driving. In CTW, Chapter 1) Alcohol-Impaired Driving:

Legislation and Licensing:

- Minimum Drinking Age 21 Laws

Enforcement:

- High Visibility Saturation Patrols
- Zero-Tolerance Law Enforcement

Other Strategies for Behavior Change:

- Mass-Media Campaigns
- Alternative Transportation

Approaches That Are Unproven or Need Further Evaluation

- Designated Drivers
- Youth Programs

In CTW, Chapter 2) Drug-Impaired Driving:

- Enforcement of Drug-Impaired Driving

Apopka PD will conduct 4 publicized Driving Under the Influence (DUI) high visibility enforcement (HVE) saturation/heightened operations/patrols citywide per quarter.

A publicized HVE saturation patrol consists of law enforcement officers patrolling a specific area looking for impaired drivers. The primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. Saturation patrols will be extensively publicized and conducted regularly.

Each law enforcement officer receiving overtime reimbursement during any HVE saturation will have their work documented using an activity report. We understand that we can either use the Florida Department of Transportation (FDOT) Impaired Driving High Visibility Enforcement Activity Report or our agency's activity report. If we use our activity report, we understand it must include at the minimum, but are not limited to:

- Name of the law enforcement officer
- The Date, Start and End Time, and Total Hours Worked That Shift
- Location of Each Contact
- Type of contact (DUI, speed, aggressive driving, safety belt violation, etc.).

If citations/warnings/arrests are coded, a definition of each code must be provided. Example Code: A. – No Safety Belt.

- If the contact was a citation, warning, and/or arrest,
- Comments on that contact. Example Comments: 2 Speeding Citations/1 Safety Belt Warning Speeding educational materials provided; and
- A listing of statistics for that activity report that includes totals, for at the minimum: Total Number of Contacts, Total Number of Educational Materials Distributed, Total Arrests (DUI), Total Speed Citations, and Total Safety Belt Citations. (Note: Child Passenger Restraint violations do count toward the total safety belt violations).

During all enforcement operations related to this subgrant, drug-impaired driving and zero-tolerance traffic laws will be enforced.

All impaired driving enforcement operations related to this subgrant will be conducted in accordance with the Conditions of Subgrant Agreement as listed in Part V.

All enforcement activities will start within 60 days of this subgrant's award date unless otherwise approved by the FDOT State Safety Office.

Apopka PD will also be conducting and/or participating in 2 educational/community outreach events focused on increasing awareness around the dangers of impaired driving during the project period.

Our agency will conduct a public engagement campaign using message boards, local media outlets, social media, and/or press releases to raise awareness of the dangers of impaired driving at least 2 times during the project period.

Lastly, we will also participate in the Drive Sober or Get Pulled Over campaign waves throughout the year.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease impaired driving crashes and fatalities citywide by 5% when compared to the 10/01 to 06/30 timeframe from the previous year.
- c. Conduct at least 4 impaired driving high visibility overtime enforcement operations per quarter.
- d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
- e. Conduct a minimum of 2 educational/community outreach events to increase impaired driving awareness during the project period and provide details.
- f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 2 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Impaired driving crashes and fatalities are reduced by 3% citywide, when compared to the 10/01 to 06/30 time period from the previous year.
- c. Number of impaired driving high visibility overtime enforcement operations conducted each quarter.
- d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.
- e. Detail educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.
- f. Number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Enforcement of Impaired Driving in Apopka
Project Number: AL-2025-00270
FDOT Contract Number: G3420

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare).	\$12,000	\$0	\$12,000	No
Subtotal:		\$12,000	\$0	\$12,000	
B. Contractual Services					
Subtotal:		\$0	\$0	\$0	
C. Expenses					
Subtotal:		\$0	\$0	\$0	
D. Equipment Costing \$10,000 or More					
Subtotal:		\$0	\$0	\$0	
E. Indirect Cost					
%		\$0		\$0	
Subtotal:		\$0		\$0	
Total Cost of Project:		\$12,000	\$0	\$12,000	

Part IV: PERFORMANCE REPORT

Project Title: Enforcement of Impaired Driving in Apopka
Project Number: AL-2025-00270
FDOT Contract Number: G3420

Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement (HVE) operations.
5. Conduct and/or participate in outreach/educational event/activities for impaired driving.
6. Disseminate impaired driving information and education to the public using either message boards, local media outlets, social media, and/or press releases during this claim period.

National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting

The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)

1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient 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 Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures 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 Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient 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 Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program; and/or
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient'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.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

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

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement 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 the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed 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.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Debarment and Suspension. No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);
 - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
 - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
 - (l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

- (b) Shall expressly require any 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 subcontractor during the Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.
- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."
- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors 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"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall 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.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, 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.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient 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, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
 - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. 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.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient 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 Subrecipient, 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.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient 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.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

- 56. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 57. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.
- Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.
- If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.
- 58. How this Agreement is Affected by Provisions Being Held Invalid.** 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 59. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits;
 - (b) Failure to provide required performance and final narrative reports in the required time frame;
 - (c) Failure to perform work described in Part II of this Agreement;
 - (d) Failure to provide reimbursement requests and performance reports in the required time frame;
 - (e) Providing fraudulent performance reports or reimbursement requests; or
 - (f) Misuse of equipment purchased with Federal highway safety funds.
- 60. Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 61. Personnel Hired or Paid Under this Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
 - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

- (c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.
- (d) **Overtime.**
- i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
 - iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 \$25,000.00 and which have a term for a period of more than 1 year.”

64. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of airfare;
 - ii. Travel to conference;
 - iii. Travel which includes a registration fee;
 - iv. Out-of-subgrant-specified work area travel; or
 - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

- (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
 - i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
 - ii. Total contract amount;
 - iii. Scope of work/Services to be provided;
 - iv. Quantifiable, measurable, and verifiable units of deliverables;
 - v. Minimum level of service to be performed and criteria for evaluating successful completion;
 - vi. Budget/Cost Analysis; and
 - vii. Method of compensation/Payment Schedule.
- (c) **Additional Required Clauses.**
 - i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."
 - ii. **Buy American Act Clause** (see Section 4 of Part V)
 - iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
 - iv. **Cooperation with Inspector General** (see Section 32 of Part V)
 - v. **DBE Clause** (see Section 10 of Part V)
 - vi. **E-Verify Clause** (see Section 33 of Part V)
 - vii. **Nondiscrimination Clause** (see Section 16 of Part V)
 - viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
 - ix. **Integrity Certification Clause** (see Section 27 of Part V)
 - x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
 - xi. **Indemnification and Insurance** (see Section 34 of Part V)
 - xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
 - xiii. **Human Trafficking Clause** (see Section 23 of Part V)
 - xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
 - xv. **Termination for Convenience** (see Section 22 of Part V)

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was 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. Invoices for cost reimbursement subgrants 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 subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. 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: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. Personnel Services.

- a. **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 can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

- b. **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.
 - ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
 - iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
 - iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
 - v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
 - vi. **Indirect Cost.** If the subgrant 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.
- All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.
- Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.
- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.
 - (e) **Frequency and Deadlines for Submission.**
 - i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.
 - (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
 - (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, 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 goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- 71. Tracking and Retention of Financial Records.** The Subrecipient 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 Subrecipients 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.
- 72. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.
- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 76. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
 - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
 - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
 - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.
High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
 - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
 - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
 - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
 - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am, aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).
- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting;
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;
 - iii. The amount allocated for paid media;
 - iv. Anticipated creative costs associated with the paid media; and
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items.

Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;

- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** \$12,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

www.fsr.gov

- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FL0	05/16/2022

Project Title: Enforcement of Impaired Driving in Apopka
Project Number: AL-2025-00270
FDOT Contract Number: G3420

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: Authorized FDOT State Safety Office Representative

Date: Date Signed

Reviewed for the Florida Department of Transportation:

By: Authorized FDOT Attorney

Date: Date Signed

SUBRECIPIENT

By: Signature of Authorized Representative

Name: Authorized Representative's Name Printed

Title: Authorized Representative's Title Printed

Date: Date Signed

IMPLEMENTING AGENCY

By: Signature of Authorized Representative

Name: Authorized Representative's Name Printed

Title: Authorized Representative's Title Printed

Date: Date Signed

NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 15.

Meeting Date: November 6, 2024

Department: Finance Department

SUBJECT:

Authorize the issuance of evaluated source memos: RDK Truck Sales and Rentals

REQUEST:

Approve the issuance of evaluated source memos.

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 evaluated source memo when a vendor is in the best interest of the City. In accordance with Section 107.3 of the City's Purchasing Policy:

107.3.9.8.4. EVALUATED SOURCE

Only after conducting a comprehensive review of all available competitive sources and all other applicable competitive considerations, may products or services be purchased from a vendor without obtaining competitive prices (when it has been determined that it is in the best interest of the City to use that vendor). Documentation must be attached clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor is to be used when other vendors may supply their products at a lower price. Proven quality differences and proximity of supplier are some examples of the reasons why a vendor may be declared an Evaluated Source. The City Administrator must give approval for the Evaluated Source designation. The Evaluated Source designation will expire each fiscal year after approval and may be renewed upon submission of a new request with documentation.

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 107.3.9.8.4. 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 Evaluated Source Vendors:

Department	Vendor	Description	Requested Amount
Public Service Department	RDK Truck Sales and Rentals	Leasing of Sanitation Trucks	Annual Budgetary Appropriations

Vendor Evaluated Source Memo Details:

Vendor:	RDK Truck Sales and Rentals
Department:	Public Service
Description:	Leasing of Sanitation Trucks
Requested Amount:	Within Annual Budgetary Appropriations

Policy Requirements:	Comprehensive review of all available competitive sources and all other applicable competitive considerations: Premier \$7300 per month Big Truck Rent \$8900 per month RDK \$8500 per month
Policy Requirements:	Documentation clearly defining why it is in the best interest of the City not to obtain quotes for each purchase and/or why this vendor: Three garbage truck rentals were acquired in 2022 as an emergency purchase to replace three garbage vehicles that were destroyed in a fire. These garbage trucks have been leased since 2022 and continued into 2024 as an evaluated source. The City has these three leased trucks remaining in their fleet, while the replacement garbage vehicles that are being built are completed. A piggyback contract was also obtained with Big Truck Rent for future trucks that may be needed. It is in the best interest of the City, for continuity of services, to continue leasing these three vehicles that are currently mobilized and operational for sanitation pickup, until the purchased replacement vehicles are delivered. One vehicle will be on a lease with three-month intervals and the other two vehicles will be on a month-to-month lease.
Policy Requirements:	Proven quality differences and proximity of supplier: RDK is a vendor we also use for parts on a regular basis, and they are located in Tampa with a proven history of providing quick emergency response.
Policy Requirements:	Justification: Given that the City typically only uses rental garbage trucks on an emergency basis, RDK's relatively quick response to mechanical problems, and very accommodating response in emergency situations, to the extent of shipping equipment within 12 hours on a verbal agreement. Given that RDK was first able to meet the City's needs on the rental following the fire, and that all three garbage vehicles are currently mobilized and operational, it is deemed appropriate to keep this same rental trucks for the duration of the need until the permanent trucks are received.
History:	The rental was acquired in 2022 as an emergency purchase and continued in 2023 and 2024 as an evaluated source and is now being sought as an evaluated source this year. FY 2023: Emergency PO \$258,000 FY 2024: Emergency PO and Rental \$327,078 FY 2025: Rentals \$124,000

FUNDING SOURCE:

Approved Annual Budgetary Appropriations.

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 #: 16.

Meeting Date: November 6, 2024

Department: Finance Department

SUBJECT:

Authorize the execution of piggyback contracts for the assigned terms: Asphalt Paving Systems, Inc., Stewart's Electric Motor Works, Inc., NCR Gulf Environmental Services, Inc., Evoqua Water Technologies, LLC, Hubbard Construction Company, Petrochoice, LLC, and Florida Armature Works, Inc.

REQUEST:

Authorize the execution of a piggyback contract for the assigned terms.

SUMMARY:

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

Per Purchasing Policy 107.3.17 - Piggyback Contracts:

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

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

Department:	Public Services
Vendor:	Asphalt Paving Systems, Inc.
Description:	Resurfacing and Preservation Projects
Source:	Citrus County, Florida
Bid/Contract #:	ITB 24-008
Bid Award Date	June 11, 2024
Expiration Date:	June 10, 2025
Renewals:	Yes

Department: Public Services
Vendor: Stewart's Electric Motor Works, Inc.
Description: Wells and HSP Pump Services
Source: Orlando Utilities Commission
Bid/Contract #: RFP20 4838-1 OQ
Bid Award Date: January 3, 2021
Expiration Date: January 2, 2026
Renewals: Yes

Department: Public Services
Vendor: NCR Gulf Environmental Services, Inc.
Description: Chemical Spill Remediation
Source: City of Orlando
Bid/Contract #: IFB22-0269
Bid Award Date: May 16, 2023
Expiration Date: May 15, 2026
Renewals: Yes

Department: Public Services
Vendor: Evoqua Water Technologies, LLC
Description: Odor Control & Corrosion Services
Source: Lee County, Florida
Bid/Contract #: RFP240129DJN
Bid Award Date: May 13, 2024
Expiration Date: May 12, 2027
Renewals: Yes

Department: Public Services
Vendor: Hubbard Construction Company
Description: Furnish Asphalt Products
Source: Orange County Government
Bid/Contract #: Y23-127
Bid Award Date: June 1, 2023
Expiration Date: May 31, 2025
Renewals: Yes

Department: Public Services
Vendor: Petrochoice, LLC
Description: Oil and Lubricant Products
Source: Lake County, Florida
Bid/Contract #: Bid 24-708
Bid Award Date: September 1, 2024
Expiration Date: August 31, 2025
Renewals: Yes

Department: Public Services
Vendor: Florida Armature Works, Inc.
Description: Motor and Pump Repairs
Source: Indian River County, Florida
Bid/Contract #: Bid No, 2025003
Bid Award Date: October 1, 2024
Expiration Date: September 30, 2027
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 #: 17.

Meeting Date: November 6, 2024

Department: Police Department

SUBJECT:

City Building Security Policy

REQUEST:

Approve City Building Security Policy

SUMMARY:

The purpose of this policy is to set forth clear guidelines and procedures that prioritize the safety and security of both employees and citizens visiting City buildings during business hours, public meetings, and hearings. While the City intends to provide services to all visitors to City buildings, the primary function of City buildings is to provide a conducive workspace for City personnel. The established security protocols aim to maintain a safe, secure, and productive environment on City-owned property. This environment is intended to align with the designated use of various areas within City buildings, fostering the efficient delivery of public services. Through the implementation of this policy, the City of Apopka aims to delicately balance the essential need for providing services with the requirements of security and privacy within its buildings.

FUNDING SOURCE:

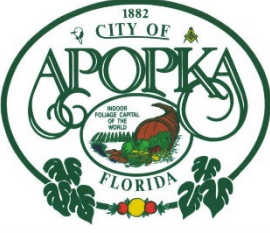
N/A

RECOMMENDED MOTION:

Approve City Building Security Policy

ATTACHMENTS:

1. Redacted City Buildings Security Policy (006)(10.27.2024) (002)

	CITY OF APOPKA		
	PERSONNEL RULES AND REGULATIONS	Effective Date:	Number:
Subject: CITY BUILDING SECURITY		☒ New ☐ Rescinds ☐ Amends	
Reference:		CFA Standard(s):	Reviewer/Approved by
Reevaluation: As Necessary	Application: All Personnel	Related Forms / Bulletins:	

PURPOSE

The purpose of this policy is to set forth clear guidelines and procedures that prioritize the safety and security of both employees and citizens visiting City buildings during business hours, public meetings, and hearings. While the City intends to provide services to all visitors to City buildings, the primary function of City buildings is to provide a conducive workspace for City personnel. The established security protocols aim to maintain a safe, secure, and productive environment on City-owned property. This environment is intended to align with the designated use of various areas within City buildings, fostering the efficient delivery of public services. Through the implementation of this policy, the City of Apopka aims to delicately balance the essential need for providing services with the requirements of security and privacy within its buildings.

SCOPE

This policy applies to all employees and individuals entering any of the City of Apopka's buildings during normal business hours, as well as after hours for public meetings and/or hearings.

DEFINITIONS

- *Business hours* mean Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding recognized holidays, designated emergencies, and special events where City Hall is closed.
- *Designated public forums* are areas within City of Apopka buildings that, although not a traditional public forum, the City intentionally dedicates to the indiscriminate public use for expressive activity. Currently, there are no areas within any City buildings that are classified as designated public forums.
- *Limited public forums* are areas within City of Apopka buildings where visitors are permitted to engage in legitimate public business with City employees. Access to these areas is limited, and individuals must adhere to proper security protocols.
- *Nonpublic forums* are areas within City of Apopka buildings where employees and City officials conduct City business. Accordingly, these spaces are designated as employee work areas by appropriate signage.



- *Traditional public forums* are regarded as locations held in the public trust for public use and have been historically used for assembly, expression, and discourse. Traditional public forums may include City sidewalks, streets, and parks.

POLICY

To ensure a safe and controlled environment all visitors must sign in, pass through security screening, and proceed to the specific department where they have City business. Wandering or entry into restricted areas is strictly prohibited.

The outlined security protocols are applicable to all individuals entering City Hall. If an employee has a business meeting with an individual or wishes to bring guests (such as friends, family members, or other visitors) into City Hall, it is mandatory for those persons to adhere to the established security procedures for building entry.

SECTION 1. LIMITED ACCESS AREAS

- 1.1 All areas within City Hall are designated as **limited public forums** or **nonpublic forums**. Access to these spaces is restricted to individuals who wish to engage in legitimate public business with City officers or employees, pursuant to this policy. In both limited public forum and nonpublic forum areas, individuals must conduct themselves in a manner that would not disrupt the work of City government.
- 1.1.1 **Limited Public Forums.** The lobby and the atrium of City Hall are designated as limited public forums, which are open to the public for requesting services or conducting legitimate business with City officers or employees. During public meetings where the City opens the City Council Chamber and/or conference rooms to allow for public expression related to the meeting's agenda, or that is otherwise within the meeting's scope of discussion, the Council Chambers and/or conference rooms temporarily become a limited public forum.
- 1.1.2 **Nonpublic Forums.** The City Council Chamber and conference rooms in City Hall are considered nonpublic forums unless or until a public meeting is convened in these areas pursuant to public notice and only for the duration of such public meeting. All City employee work areas which are designated with appropriate signage shall be deemed nonpublic forums. No member of the public may enter any nonpublic forum unless the member is there on legitimate public business and adheres to the City buildings security policies, as applicable.



SECTION 2. BUILDING SIGNAGE

- 2.1 Visibility.** Signage shall be prominently displayed at City building entrances, effectively communicating the location of public entrances and delineating restricted areas within the building. Signage may include instructions to guide visitors in adhering to security protocols and undergoing necessary screening measures, including, as applicable, checking in, undergoing bag checks, and passing through metal detectors before entering any other areas of the building.
- 2.2 Forum Signage.** Nonpublic forum areas will be conspicuously marked with clear signage bearing phrases such as, but not limited to, “Restricted Area,” “Employees Only,” or “Authorized Personnel Only.” These spaces may encompass, but are not limited to, offices, workspaces, storage rooms, atriums, and other locations primarily exclusive to employees. The signage is intended to communicate and reinforce the restricted nature of these areas to ensure compliance with access protocols and maintain a secure and organized environment within the building.
- 2.3 Multilingual Signage.** In order to facilitate effective communication across our multilingual community, signage will be provided in the prevalent languages spoken within the area. This measure aims to ensure that information is accessible and comprehensible to a broader audience, promoting inclusivity and understanding among our community members.

SECTION 3. ACCESS TO CITY BUILDINGS

- 3.1 City Employees.** Employees are required to carry and prominently display their City identification badges at all times while present in any City building.
- 3.2 Visitor Identification.** All non-employee visitors entering City Hall during business hours must obtain a temporary visitor pass by presenting a valid government-issued photo ID at a self-service kiosk located in the lobby. **Visitors are required to wear their visitor pass in a clearly visible location throughout their visit to City Hall.**
- 3.2.1 Failure to Provide Identification.** Visitors that do not possess and/or refuse to produce a government-issued ID will not be permitted to enter any other area of City Hall. If a visitor's government-issued ID cannot be scanned by the kiosk, the identification should be presented to the receptionist for manual entry.
- 3.2.2 Minors.** For minor visitors lacking valid identification, admittance is contingent upon a supervising adult's signature. Throughout their visit within the building, the aforementioned adult assumes complete responsibility for the minor's supervision, particularly in restricted areas. This protocol safeguards the well-being and ensures accountability for all minors on the premises.
- 3.3 Assisting Visitors.** For visitors seeking assistance with a specific department, front desk personnel will confirm the availability of the appropriate department staff member. If a



staff member is available to assist, the visitor will be directed through the security screening station and provided directions on how to proceed to the appropriate department.

3.3.1 If the requested employee is unavailable, the visitor may wait for the employee to become available, if appropriate, or schedule a future appointment. For appointment scheduling, front desk personnel will provide contact information (phone number and email address) for the appropriate department or employee.

3.4 Unescorted Visitors. To ensure a safe and controlled environment for all, visitors requiring access to specific departments must proceed directly to the requested department. Wandering around City Hall is strictly prohibited. Unescorted visitors granted access to limited access areas will be subject to established security protocols.

SECTION 4. CITY HALL SECURITY PROTOCOL

4.1 Policy.

4.1.1 To ensure the safety and security of all visitors and staff, City Hall requires strict adherence to established security protocols. Non-compliance may result in [REDACTED]

4.1.2 This policy is in addition to and does not bar or preclude City of Apopka Police Officers from performing their lawful duty to enforce any trespass laws or to issue a criminal trespass warning under State law.

4.2 General Procedures.

[REDACTED]

[REDACTED]

[REDACTED]

4.2.3 [REDACTED]
[REDACTED]
The caller should follow all instructions provided by dispatch and provided by law enforcement upon their arrival.

[REDACTED]



[REDACTED]

4.3 Trespass.

4.3.1 Generally. If any unauthorized visitor is observed in restricted areas of any City buildings, employees should immediately notify their supervisor and/or security personnel.

4.3.2 City Buildings. Pursuant to City Code § 42-3, the City Administrator and/or designees may have cause to remove from any City building any person who acts in a manner which: violates or is reasonably suspected to violate any federal, state, or local law, ordinance, rule, or regulation; or violates any City rules or policy, including, but not limited to, any public building rules, or any directive on any sign or notice at the public property.

- a. The City Administrator and/or designees are authorized to:
 - i. Warn individuals engaging in prohibited activities, requesting immediate cessation.
 - ii. Request any person who continues to engage in the prohibited activity to immediately leave the City building.
 - iii. Issue a trespass warning to any person who fails to immediately vacate the building upon request.
- b. Other personnel authorized to issue trespass warnings within City buildings include:
 - i. Law enforcement, upon the City Administrator or designee's request.
 - ii. The Human Resources Director, in the event of the City Administrator or designee's unavailability.



- iii. Department directors or their designees, for trespasses in City buildings other than City Hall.

4.3.3 Other. City Code § 42-2 also authorizes Apopka Police Officers to issue a trespass warning when no other City employee or official having control over a City building, building, or outdoor area, including municipal parks, is present. Trespass warnings may be issued to any individual who violates any City ordinance or State law which was committed while on or within City property, including municipal parks (but excluding rights-of-way), for the specific property where the violation occurred.

SECTION 5. PUBLIC MEETINGS

- 5.1 Definition.** For purposes of this policy, the term “public meetings” includes, but is not limited to: City Council meetings, Code Enforcement Hearings, Planning Commission Meetings, Development Review Committee meetings, or any other open meeting subject to Florida’s Sunshine Law.
- 5.2 Nonpublic Forum.** The City Council Chambers and conference rooms in City Hall are considered nonpublic forums unless a public meeting is convened in the area following a public notice.
- 5.3 Security Screening.** During any public meeting in the City Council chambers, attendees may not be required to sign-in but must pass through the security screening process to ensure a safe and secure environment for the meeting.

SECTION 6. OTHER CITY BUILDING SECURITY PROTOCOL

- 6.1 Policy.** Personnel working in City buildings other than City Hall must be aware of the posted signs distinguishing what areas are open to the public and those that are restricted. If an individual enters a restricted area or fails to adhere to the proper security protocol for that building, personnel should follow the outlined security procedures applicable to their building. This consistent approach ensures a standardized and effective response to security breaches across all City buildings, promoting safety and security measures.
- 6.2 Department Director Responsibilities.** Department directors, or their designees, who are in buildings other than City Hall are responsible for developing and implementing comprehensive security protocols and policies for their building. These measures must prioritize the safety of both City employees and visitors. Additionally, Department Heads are required to ensure that all personnel working within their respective buildings are familiar with the established security procedures.

SECTION 7. SECURITY SCREENINGS

- 7.1 Security Officers.** The City may engage private security services to conduct screening procedures.



- 7.1.1 The private security company is tasked with enforcing security protocols established for the specific City building. Security screening measures will, at a minimum, include ensuring that individual(s) have signed in, are properly scanned and that packages are searched before entering any area designated as restricted.

7.2 Normal Business Hours.

- 7.2.1 The purpose of the security screening will be clearly stated to enhance understanding and cooperation.
- 7.2.2 During normal business hours, all entrants into City Hall are required to check-in at one of the kiosks located in the main lobby and obtain a visitor's pass.
- 7.2.3 All entrants who are not employees of the City of Apopka must undergo security screening before entering the premises.
- 7.2.4 Security screening may include metal detectors, bag checks, and other non-invasive measures to ensure the safety of City personnel and visitors to the premises.
- 7.2.5 Any individual refusing to undergo security screening may be denied entry into any limited public forum and nonpublic forum area.

7.3 Training and Authorization.

- 7.3.1 Security personnel from the private security company will undergo thorough training to ensure proficiency in screening procedures, customer service and emergency response protocols.
- 7.3.2 Only authorized personnel from the private security company or members of the Apopka Police Department, identifiable by proper uniforms, and identification badges, are permitted to conduct screening.

7.4 Collaboration with Municipal Authorities.

- 7.4.1 The private security company will collaborate closely with the Apopka Police Department and the City Administrator, or their designee, to ensure seamless coordination in case of emergencies or incidents requiring intervention.

7.5 Oversight and Accountability.

- 7.5.1 The City Administrator, or their designee, will maintain oversight of the private security company's operations. There will be established mechanisms for accountability, including regular reviews of performance and adherence to established protocols.

7.6 Interaction with the Public.

- 7.6.1 Security personnel from the private security company will interact with the public in a professional and courteous manner, providing clear instructions regarding security screening procedures.



7.6.2 Any concerns or complaints related to the conduct of private security personnel should be directed to the City Administrator or their designee for appropriate action.

SECTION 8.

[REDACTED]

SECTION 9. **EMERGENCY PROCEDURES**

9.1 Employees and visitors must be familiar with emergency evacuation routes and procedures. In the event of an emergency, follow instructions from authorized personnel and evacuate the building promptly.





City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 18.

Meeting Date: November 6, 2024

Department: Finance Department

SUBJECT:

City of Apopka FY2024 Preliminary (Unaudited) Budget-to-Actual Report for the Twelve Months Ending September 30, 2024

REQUEST:

Acceptance of the City of Apopka FY2024 Preliminary (Unaudited) Budget-to-Actual Report for the Twelve Months Ending September 30, 2024.

SUMMARY:

The Finance Department is submitting the City of Apopka FY2024 Preliminary (Unaudited) Monthly Budget-to-Actual Report for the Twelve Months Ending September 30, 2024. The report includes a summary comparison of the year-to-date and annualized revenues to year-to-date and annualized expenditures/expenses, and the resulting net income or loss for each fund. Also, we have provided a summary comparison of the FY2024 Revenues and Expenditures/Expense Budget to the Annualized (Projection) Revenues and Expenditures/Expenses with the amount of the variances noted.

In addition, we have included a narrative in the report to highlight the key revenues and expenditures/expenses variances for various funds. We will provide a final year-end report upon completion of the annual audit.

FUNDING SOURCE:

FY2023-2024 Budget

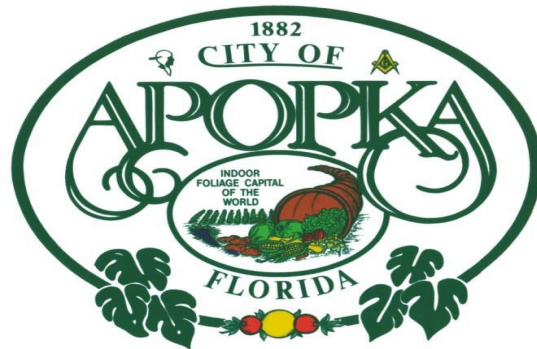
RECOMMENDED MOTION:

Acceptance of the City of Apopka FY2024 Preliminary (Unaudited) Budget-to-Actual Report for the Twelve Months Ending September 30, 2024.

ATTACHMENTS:

1. 2024-09 Budget vs Actual Preliminary (Unaudited) Narrative Report
2. 2024-09 - FY24 Budget to Actual PRELIMINARY Report 10-30-24 revised

CITY OF APOPKA



Fiscal Year 2023/24
For the Twelfth Month Ending
September 30, 2024
Preliminary (Unaudited)
Budget to Actual Report

Report to the City Council
Prepared by Finance Department
November 06, 2024



PRELIMINARY (UNAUDITED) BUDGET-TO-ACTUAL REPORT TWELVE-MONTH PERIOD ENDING SEPTEMBER 30, 2024

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

Revenues and Expenses/Expenditures Comparison Reports:

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

Fund Description	FY2024 YTD Revenues Collected	FY2024 YTD Expenses / Expenditures	FY2024 Net Income (Loss)
001 GENERAL FUND	83,875,649	80,402,100	3,473,549
101 STREET IMPROVEMENTS FUND	7,255,948	6,609,544	646,404
102 TRANSPORTATION IMPACT FEES	17,696,094	4,982,919	12,713,175
103 LAW ENFORCEMENT TRUST - FEDERAL	97,070	37,996	59,074
104 RECREATION IMPACT FEES	2,561,073	340,161	2,220,912
105 LAW ENFORCEMENT TRUST - STATE	6,604	4,500	2,104
106 POLICE DISCRETIONARY FUND	108,291	36,566	71,726
110 FIRE IMPACT FEES	4,838,173	2,090,843	2,747,330
115 POLICE IMPACT FEES	2,139,551	19,813	2,119,738
120 STORMWATER SPECIAL REVENUE FUND	1,793,164	2,065,515	(272,351)
150 GRANT FUND	172,908	1,462,220	(1,289,312)
171 SPECIAL ASSESSMENT - MAINLINE VILLAGE	22,345	15,793	6,552
172 SPECIAL ASSESSMENT - MAIN /AVE VILLAS	33,725	12,496	21,229
173 SPECIAL ASSESSMENT - CIMARRON HILLS	12,881	27,155	(14,274)
174 SPECIAL ASSESSMENT - MARTIN PLACE POND PII	15,413	8,373	7,040
175 SPECIAL ASSESSMENT - LOVELL TERRACE	-	2,786	(2,786)
176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS	-	-	-
177 SPECIAL ASSESSMENT - MARTIN PLACE PI	17,727	13,650	4,077
190 SPECIAL ASSESSMENT - STREET LIGHTS	628,937	155,212	473,724
401 WATER & WASTEWATER OPERATING FUND	30,123,865	26,792,582	3,331,283
402 SANITATION	6,730,907	6,484,913	245,994
403 WATER, WASTEWATER AND REUSE	19,250,435	6,393,277	12,857,158
610 COMMUNITY DEVELOPMENT AGENCY	1,408,298	545,547	862,751
Revenue/Expenditure Total	178,789,059	138,503,962	40,285,097

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

Fund Description	FY2024 Revenues Annual Projection	FY2024 Expenses / Expenditures Annual Projection	FY2024 Projected Net Income (Loss)
001 GENERAL FUND	84,054,885	80,464,154	3,590,731
101 STREET IMPROVEMENTS FUND	7,255,948	6,609,544	646,404
102 TRANSPORTATION IMPACT FEES	17,696,094	4,982,919	12,713,175
103 LAW ENFORCEMENT TRUST - FEDERAL	97,070	37,996	59,074
104 RECREATION IMPACT FEES	2,561,073	340,161	2,220,912
105 LAW ENFORCEMENT TRUST - STATE	6,604	4,500	2,104
106 POLICE DISCRETIONARY FUND	108,291	36,566	71,726
110 FIRE IMPACT FEES	4,838,173	2,090,843	2,747,330
115 POLICE IMPACT FEES	2,139,551	19,813	2,119,738
120 STORMWATER SPECIAL REVENUE FUND	1,793,164	2,065,515	(272,351)
150 GRANT FUND	172,908	1,462,220	(1,289,312)
171 SPECIAL ASSESSMENT - MAINLINE VILLAGE	22,345	15,793	6,552
172 SPECIAL ASSESSMENT - MAIN /AVE VILLAS	33,725	12,496	21,229
173 SPECIAL ASSESSMENT - CIMARRON HILLS	12,881	27,155	(14,274)
174 SPECIAL ASSESSMENT - MARTIN PLACE POND PII	15,423	8,373	7,050
175 SPECIAL ASSESSMENT - LOVELL TERRACE	15,050	2,786	12,264
176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS	-	-	0
177 SPECIAL ASSESSMENT - MARTIN PLACE PI	17,727	13,650	4,077
190 SPECIAL ASSESSMENT - STREET LIGHTS	628,937	155,212	473,724
401 WATER & WASTEWATER OPERATING FUND	30,123,865	30,560,892	(437,027)
402 SANITATION	6,730,907	6,484,913	245,994
403 WATER, WASTEWATER AND REUSE	19,250,435	6,393,277	12,857,158
610 COMMUNITY DEVELOPMENT AGENCY	1,408,298	545,547	862,751
Revenue/Expenditure Total	178,983,355	142,334,326	36,649,029

Amended Revenue Budget vs Annual Revenue Projection

Fund Description	FY2024 Amended Revenue Budget	FY2024 Annual Revenue Projection	Variance
001 GENERAL FUND	96,357,136	84,054,885	(12,302,251)
101 STREET IMPROVEMENTS FUND	7,763,993	7,255,948	(508,046)
102 TRANSPORTATION IMPACT FEES	25,855,239	17,696,094	(8,159,145)
103 LAW ENFORCEMENT TRUST - FEDERAL	135,000	97,070	(37,930)
104 RECREATION IMPACT FEES	3,190,289	2,561,073	(629,216)
105 LAW ENFORCEMENT TRUST - STATE	72,484	6,604	(65,880)
106 POLICE DISCRETIONARY FUND	120,000	108,291	(11,709)
110 FIRE IMPACT FEES	7,659,845	4,838,173	(2,821,672)
115 POLICE IMPACT FEES	3,519,442	2,139,551	(1,379,891)
120 STORMWATER SPECIAL REVENUE FUND	2,498,261	1,793,164	(705,097)
150 GRANT FUND	4,372,733	172,908	(4,199,825)
171 SPECIAL ASSESSMENT - MAINLINE VILLAGE	37,050	22,345	(14,705)
172 SPECIAL ASSESSMENT - MAIN /AVE VILLAS	25,225	33,725	8,500
173 SPECIAL ASSESSMENT - CIMARRON HILLS	77,950	12,881	(65,069)
174 SPECIAL ASSESSMENT - MARTIN PLACE POND PII	8,373	15,423	7,050
175 SPECIAL ASSESSMENT - LOVELL TERRACE	15,050	15,050	-
176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS	8,320	-	(8,320)
177 SPECIAL ASSESSMENT - MARTIN PLACE PI	24,205	17,727	(6,478)
190 SPECIAL ASSESSMENT - STREET LIGHTS	279,025	628,937	349,912
401 WATER & WASTEWATER OPERATING FUND	46,195,699	30,123,865	(16,071,834)
402 SANITATION	8,997,131	6,730,907	(2,266,224)
403 WATER, WASTEWATER AND REUSE	24,945,471	19,250,435	(5,695,035)
610 COMMUNITY DEVELOPMENT AGENCY	4,390,529	1,408,298	(2,982,231)
Revenue Projection Total	\$ 236,548,449	\$ 178,983,355	\$ (57,565,095)

Amended Budget Expenditures/Expenses vs Annual Expenditures/Expenses Projection

Fund Description	FY2024 Amended Expenditure / Expense Budget	FY2024 Annual Expenditure / Expense Projection	Variance
001 GENERAL FUND	96,354,022	80,464,154	15,889,868
101 STREET IMPROVEMENTS FUND	7,763,993	6,609,544	1,154,450
102 TRANSPORTATION IMPACT FEES	25,855,239	4,982,919	20,872,320
103 LAW ENFORCEMENT TRUST - FEDERAL	135,000	37,996	97,004
104 RECREATION IMPACT FEES	3,190,289	340,161	2,850,128
105 LAW ENFORCEMENT TRUST - STATE	72,484	4,500	67,984
106 POLICE DISCRETIONARY FUND	120,000	36,566	83,434
110 FIRE IMPACT FEES	7,659,845	2,090,843	5,569,002
115 POLICE IMPACT FEES	3,519,442	19,813	3,499,629
120 STORMWATER SPECIAL REVENUE FUND	2,498,261	2,065,515	432,746
150 GRANT FUND	4,382,454	1,462,220	2,920,234
171 SPECIAL ASSESSMENT - MAINLINE VILLAGE	37,050	15,793	21,257
172 SPECIAL ASSESSMENT - MAIN /AVE VILLAS	25,225	12,496	12,729
173 SPECIAL ASSESSMENT - CIMARRON HILLS	77,950	27,155	50,795
174 SPECIAL ASSESSMENT - MARTIN PLACE POND PII	8,373	8,373	-
175 SPECIAL ASSESSMENT - LOVELL TERRACE	15,050	2,786	12,264
176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS	8,320	-	8,320
177 SPECIAL ASSESSMENT - MARTIN PLACE PI	24,205	13,650	10,555
190 SPECIAL ASSESSMENT - STREET LIGHTS	279,025	155,212	123,813
401 WATER & WASTEWATER OPERATING FUND	46,195,070	30,560,892	15,634,179
402 SANITATION	8,991,153	6,484,913	2,506,239
403 WATER, WASTEWATER AND REUSE	24,945,471	6,393,277	18,552,193
610 COMMUNITY DEVELOPMENT AGENCY	4,390,529	545,547	3,844,982
Expenditure Projection Total	\$ 236,548,449	\$ 142,334,326	\$ 94,214,124

The following is a narrative of the City's Budget-to-Actual Comparison for the Twelve Months Ending September 30, 2024. This Report will highlight the key revenues and expenditures/expenses variances of the following: General Fund, Street Improvement Fund, Transportation Impact Fee, Recreation Impact Fees, Fire Impact Fees, Police Impact Fees, Stormwater Fund, Water & Wastewater Operating Fund, Sanitation, Water & Wastewater Reuse Fund and Community Development Fund.

Revenues:

General Fund

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

001 GENERAL FUND				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$96,357,136	\$83,875,649	(\$12,481,486)	\$84,054,885	87.05%
Overall, year-to-date revenues received are less than the 100% anticipated. Ad Valorem Tax Revenue is at 100% as of September 30, 2024. The primary reason for the shortfall is due to the use of \$17,402,685 from Fund Reserves and Carry-over Funding to support ongoing projects. Also, the Recreation Program Fees are coming in less than anticipated.				

Street Improvements Fund

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

101 STREET IMPROVEMENTS FUND				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$7,763,993	\$7,255,948	(\$508,046)	\$7,255,948	93.46%
Overall year-to-date revenues collected are less than the 100% anticipated. Revenues are slightly lower primarily due to lower than anticipated revenue for FDOT Road Maintenance and Street Light Surcharge.				

Transportation Impact Fee Fund

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

102 TRANSPORTATION IMPACT FEES				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$25,855,239	\$17,696,094	(\$8,159,145)	\$17,696,094	68.44%
Overall year-to-date revenues collected are less than anticipated. The Commercial Transportation Impact Fee Revenues for the Kelly Park Road Pioneering Agreement anticipated are being deferred for six-months. However, residential transportation is up by 852%. In general, revenues for this fund are low primarily due to the use of Carry-Over Funding and Reserve in the amount of \$13,405,239 to support ongoing and committed projects.				

Recreation Impact Fees Fund

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

104 RECREATION IMPACT FEES				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$3,190,289	\$2,561,073	(\$629,216)	\$2,561,073	80.28%
Overall revenues are less than anticipated year-to-date due to the use of Carry-Over Funding in the amount of \$1,840,289 to support ongoing projects. However, residential fees are up over 269% and commercial fees are up over 105% as of September 30th.				

Fire Impact Fees Fund

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

110 FIRE IMPACT FEES				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$7,659,845	\$4,838,173	(\$2,821,672)	\$4,838,173	63.16%
Overall year-to-date revenues are low primarily due the use of Carry-over Funding in the amount of \$2,868,265 to support ongoing projects. In addition, we have less than anticipated grant fund revenue for the Fire Station #6 projects. The project recently incurred approximately \$500,000 in project related expenses for which we will be requesting reimbursement of 50% of those expenses from the grantor. The residential impact fees are over the projected amount at 515% whereas commercial fees are slightly under at 51%.				

Police Impact Fees Fund

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

115 POLICE IMPACT FEES				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$3,519,442	\$2,139,551	(\$1,379,891)	\$2,139,551	60.79%
Overall year-to-date revenues collected at less than the 100% anticipated due the use of Carry-over Funding in the amount of \$1,945,442 to support ongoing projects. While commercial impact fees are under at 48%, residential fees are at 398%.				

Stormwater Fund

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

120 STORMWATER SPECIAL REVENUE FUND				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$2,498,261	\$1,793,164	(\$705,097)	\$1,793,164	71.78%
Overall year-to-date revenues collected are less than anticipated due to use of Carry-over Funding and Reserves to balance the budget in the amount \$626,910. Revenues from stormwater collection fees are slightly lower than anticipated, at 92.69%.				

Water & Wastewater Operating Fund

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

401 WATER & WASTEWATER OPERATING FUND				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$46,195,699	\$30,123,865	(\$16,071,834)	\$30,123,865	65.21%
Overall year-to-date revenues collected are at less than the 100% anticipated, primarily due to the use of reserves and carry-over funding for ongoing projects in the amount of \$19,829,571. In addition, grant revenue in the amount of \$1,178,738 is less than anticipated. However, the year revenues for water, reclaimed water and sewer fees, are anticipated to exceed the annual budget.				

Sanitation Fund

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

402 SANITATION				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$8,997,131	\$6,730,907	(\$2,266,224)	\$6,730,907	74.81%
Overall year-to-date revenues are less than anticipated, primarily due to the use of carry-over funding in the amount of \$1,646,853 for ongoing projects and funding from reserve in the amount of \$40,931. The Sanitation Service Fees are below the year-to-date budget, as well.				

Water & Wastewater Reuse Fund

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

403 WATER, WASTEWATER AND REUSE				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$24,945,471	\$19,250,435	(\$5,695,035)	\$19,250,435	77.17%
Due to significant growth, the Water, Wastewater, and Reuse Impact Fee revenues are exceeding the anticipated amount of revenue year-to-date. However, the overall revenues year-to-date are less than anticipated due to the use of \$13,504,022 from Carry-over Funding to support on-going projects. Also, the projects funded with the State Grants Funds are low in expenditures, as such the grant revenue has not been realized.				

Community Development Fund

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

610 COMMUNITY DEVELOPMENT AGENCY				
FY24 Amended Revenue Budget	FY24 YTD Revenue Collected	FY24 Revenue Balance	FY24 Annual Projection	% Recognized
\$4,390,529	\$1,408,298	(\$2,982,231)	\$1,408,298	32.08%
Overall year-to-date revenues are less than anticipated due to the use of \$3,185,529 in Carry-over Funding to support ongoing projects. Current Ad Valorem Taxes and Tax increase for CRA are at 100%.				

Expenditures/Expenses:

General Fund

001 - 1010 MAYOR'S OFFICE				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$686,559	\$574,143	\$112,416	\$574,143	83.63%
Overall year-to-date expenses are less than the anticipated 100%, primarily due to less charges to travel & per diem and operating and office supplies.				

001 - 1015 LEGAL SERVICES				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$2,598,224	\$2,626,676	(\$28,453)	\$2,688,730	101.10%
Overall year-to-date expenses are slightly more than anticipated expenses for operating and office supplies.				

001 - 1020 ADMINISTRATIVE SERVICES				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$608,392	\$390,068	\$218,324	\$390,068	64.11%
Overall year-to-date expenses are less than 100% anticipated.				

001 - 1022 FACILITIES MAINTENANCE				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$3,056,586	\$2,060,512	\$996,073	\$2,060,512	67.41%
Overall year-to-date expenses are less than the 100% anticipated, primarily due to less expenses for professional services, other contractual services, utility services, repairs & maintenance, operating supplies, buildings, and machinery & equipment purchases.				

001 - 1030 CITY CLERK				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$308,391	\$304,686	\$3,705	\$304,686	98.80%
Overall year-to-date expenses are less than anticipated, primarily due to less charges for professional & contractual services, printing services, training, books-publications-subscriptions and other current charges.				

001 - 1120 FINANCE				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$2,439,947	\$1,944,887	\$495,060	\$1,944,887	79.71%
Overall year-to-date expenses are less than the 100% anticipated, primarily due to less expenses for professional services, operating supplies, books, publications, and subscriptions, and training				

001 - 1170 HUMAN RESOURCES				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$831,079	\$678,017	\$153,062	\$678,017	81.58%
Overall year-to-date expenses are less than the 100% anticipated, primarily due to less expenses for other current charges and training. The salary study adjustment contingency for all staff has been re-allocated to the various departments/divisions.				

001 – FIRE DEPARTMENT (2110, 2120, 2130)				
FY24 YTD Expenditures	FY24 YTD Revenue Collected	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$27,813,688	\$23,591,736	\$4,221,952	\$23,591,736	84.82%
Overall year-to-date expenses are lower than anticipated, primarily due to less expenditures for professional & contractual services, operating supplies, rentals & leases, repairs & maintenances, and training. In addition, capital expenditures for equipment & machinery.				

001 - POLICE DEPARTMENT (2210, 2220, 2230, 2235, 2250)				
FY24 YTD Expenditures	FY24 YTD Revenue Collected	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$27,170,344	\$23,295,014	\$3,875,330	\$23,295,014	85.74%
Overall year-to-date expenses are less than the 91.67% anticipated, primarily due to less expenditures for professional & contractual services, travel, utility services, repairs & vehicle maintenance, operating supplies, and training.				

3310 - FLEET MAINTENANCE				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$1,458,598	\$1,229,902	\$228,695	\$1,229,902	84.32%
Overall year-to-date expenses are less than anticipated, primarily due to less charges for repairs & maintenance.				

001 - PARKS & RECREATION (3512, 3513, 3514, 3612, 3614)				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$10,984,476	\$6,990,351	\$3,994,125	\$6,990,351	63.64%
Overall year-to-date expenses are less than the anticipated 100% for professional & contractual services, repairs & maintenance, operating supplies, fuel & gasoline, community events, printing, and promotional advertisement, utility services, and training. The lower than anticipated operating expenses, may be due to seasonal trends, as well. In addition, the expenses in the capital accounts are down as well, some have pending requisitions/purchase orders and expenditures should be forthcoming.				

001 – COMMUNITY DEVELOPMENT (4020 and 4021)				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	Sum of FY24 Annual Projection	% Expended
\$3,402,425	\$2,302,061	\$1,100,364	\$2,302,061	67.66%
Overall year-to-date expenses less than anticipated. The expenses are below the expected amounts for contractual services, legal advertising, operating supplies, fuel and gasoline. In addition, the capital expenditures for two (2) vehicles have not been expensed.				

001 – 4022 ECONOMIC DEVELOPMENT				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$203,886	\$187,670	\$16,216	\$187,670	92.05%
Overall year-to-date expenses are less than the 100% anticipated. The new Economic Development Director started in February 2024, therefore the salaries, wages, and fringe are below budget. Other operating expenses, such as contractual services training, and books, publications, subscriptions, and membership are below budget, as well.				

001 - 5110 INFORMATION TECHNOLOGY				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$6,468,418	\$5,883,444	\$584,974	\$5,883,444	90.96%
Overall year-to-date expenses are less than 100% due to less than anticipated expenditures for repairs & maintenance.				

001 – DEBT SERVICE AND TRANSFERS (9011)				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$8,323,009	\$8,323,008	*\$1	\$8,323,008	100.00%
Fund is 100% expended. *Rounding errors.				

Street Improvement Fund

101 - STREET IMPROVEMENTS				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	Sum of % Recognized
\$7,763,993	\$6,609,544	\$1,154,450	\$6,609,544	85.13%
Overall year-to-date expenses are less than anticipated. The expenses are below the expected amount for contractual services, repairs & maintenance, FDOT signal & equipment, street striping, sidewalk & curb repairs, street & stop sign replacements, speed humps, equipment & machinery.				

Transportation Fund

102 - TRANSPORTATION IMPACT FEES				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$25,855,239	\$4,982,919	\$20,872,320	\$4,982,919	19.27%
Overall year to date expenses are significantly below the 100%, primarily due to slow spending for ongoing capital improvement project expenses and professional services.				

Recreation Impact Fees

104 - RECREATION IMPACT FEES				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$3,190,289	\$340,161	\$2,850,128	\$340,161	10.66%
Overall year to date expenses are significantly lower than anticipated, primarily due to slow spending for ongoing capital improvement projects (new soccer fields, tennis, and pickleball courts at NWRC, design of NW Recreation Complex Relief Driveway, and the South Road Jason Dwelley project).				

Fire Impact Fees

110 - FIRE IMPACT FEES				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$7,659,845	\$2,090,843	\$5,569,002	\$2,090,843	27.30%
Overall year to date expenses are lower than anticipated. The expenses are well below the expected amount primarily due to slow spending for capital improvements project expenses for Fire Station #6 and Public Safety Building.				

Police Impact Fees

115 - POLICE IMPACT FEES				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$3,519,442	\$19,813	\$3,499,629	\$19,813	0.56%
Overall year to date expenses are lower than anticipated. The expenses are well below the expected amount primarily due to slow spending for capital improvements project expenses for the Public Safety Building.				

Stormwater

120 - STORMWATER SPECIAL REVENUE FUND				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$2,498,261	\$2,065,515	\$432,746	\$2,065,515	82.68%
Overall year-to-date expenses are less than the anticipated 100%, primarily due to low charges for contractual services, vehicle maintenance, repairs & maintenance, operating supplies, fuel & gasoline. The capital expenditures for various capital improvement project expenses (8th & Highland Street and Piedmont Lakes) are lower than anticipated, as well.				

Water and wastewater Operating Fund

401 - WATER & WASTEWATER OPERATING FUND				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$46,195,070	\$26,792,582	\$19,402,488	\$30,560,892	58.00%
Overall year-to-date expenses are below the anticipated 100%. Several operating expenses, such as utility services, repairs & maintenance, operating supplies, professional & contractual services, and rentals & leases. Capital improvements and equipment & machinery purchases are low for various projects (Plymouth Regional WTP #3, Grossenbacher WTP 1.5 MG GST Addition, Grossenbacher WTP Well #1, OnSyte New Installations, Water Main Renewal & Replacement Program, Clear Lake Project, Vick Road Force Main Upgrade, Lift Station 17 and 77 Renewal & Replacement, other small capital projects), as well.				

Sanitation Fund

402 - SANITATION				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$8,991,153	\$6,484,913	\$2,506,239	\$6,484,913	72.13%
Overall year-to-date expenses are below the anticipated 100%. Several operating expenses, such as professional & contractual services, sanitation tipping fees, rentals & leases, repairs & maintenance, and operating supplies. Capital purchases for equipment & machinery are low, but are on order with expected delivery in August & September for four (4) new trucks.				

Water and Wastewater Reuse Fund

403 – WATER, WASTEWATER AND REUSE				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$24,945,471	\$6,393,277	\$18,552,193	\$6,393,277	25.63%
Overall year-to-date expenses are below the anticipated 100% for professional services and debt service payments due later in the year. Capital improvements and equipment & machinery purchases are low for various projects (Plymouth Regional WTP #3, Northwest WTP 1.0 MG GST Addition, Grossenbacher WTP 1.5 MG GST Addition, Golden Gem RWTP 13.8 MGD RWTP New Construction, Northwest Reclaimed Water Storage Pond, Jason Dwelley Parkway - Plymouth Sorrento Road, Apopka Wastewater Reservoir Lining & Reuse Treatment Plant Facility Upgrades, and Camp Wewa Wastewater Service Extension), as well.				

CRA Community Redevelopment

610 - COMMUNITY DEVELOPMENT AGENCY				
FY24 Amended Expenditure Budget	FY24 YTD Expenditures	FY24 Expenditure Balance	FY24 Annual Projection	% Expended
\$4,390,529	\$545,547	\$3,844,982	\$545,547	12.43%
Overall year-to-date expenses are lower than anticipated due to two (2) major projects recently starting and being solicited, Skate Park & Pump Track and the Downtown Apopka Trail, respectively.				

We have attached the City's Preliminary (Unaudited) Budget-to-Actual Detailed Report for the Twelve Months Ending September 30, 2024 for your review and acceptance.

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
001	Revenue				96,357,136	6,540,065	83,875,649	(12,481,486)	84,054,885	87.23%	87.05%
	Revenue Total				96,357,136	6,540,065	83,875,649	(12,481,486)	84,054,885	87.23%	87.05%
	Expenditure	1010 I	001-1010-512-0000	ADMIN - MAYOR'S OFFICE	-	-	-	-	-	0.00%	0.00%
			001-1010-512-1200	REGULAR SALARIES AND WAGES	333,046	26,404	325,568	7,477	325,568	97.75%	97.75%
			001-1010-512-1210	LONGEVITY PAY	380	-	-	380	-	0.00%	0.00%
			001-1010-512-1300	OTHER SALARIES AND WAGES	9,750	-	-	9,750	-	0.00%	0.00%
			001-1010-512-1600	OTHER REIMBURSED ALLOWANCES	12,000	923	11,769	231	11,769	98.08%	98.08%
			001-1010-512-2100	FICA TAXES - CITY MATCHING	23,492	1,999	24,501	(1,009)	24,501	104.30%	104.30%
			001-1010-512-2200	CITY RETIREMENT CONTRIBUTION	40,227	3,066	38,525	1,702	38,525	95.77%	95.77%
			001-1010-512-2300	LIFE AND HEALTH INSURANCE	41,540	6,573	40,543	997	40,543	97.60%	97.60%
			001-1010-512-2400	WORKER'S COMPENSATION	175	50	228	(54)	228	130.65%	130.65%
			001-1010-512-3100	PROFESSIONAL SERVICES	18,000	-	15,000	3,000	15,000	83.33%	83.33%
			001-1010-512-4000	TRAVEL & PER DIEM	11,000	3,081	5,338	5,662	5,338	48.53%	48.53%
			001-1010-512-4200	FREIGHT & POSTAGE SERVICES	1,000	3	220	780	220	22.01%	22.01%
			001-1010-512-4400	RENTAL AND LEASES	600	-	-	600	-	0.00%	0.00%
			001-1010-512-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	2,200	300	1,093	1,107	1,093	49.70%	49.70%
			001-1010-512-4700	PRINTING SERVICES	4,000	-	707	3,293	707	17.67%	17.67%
			001-1010-512-5100	OFFICE SUPPLIES	4,400	246	843	3,557	843	19.16%	19.16%
			001-1010-512-5200	OPERATING SUPPLIES	69,000	258	16,268	52,732	16,268	23.58%	23.58%
			001-1010-512-5201	OPERATING SUPPLIES SEAT 1	10,000	3,050	9,950	50	9,950	99.50%	99.50%
			001-1010-512-5202	OPERATING SUPPLIES SEAT 2	10,000	2,330	10,000	-	10,000	100.00%	100.00%
			001-1010-512-5203	OPERATING SUPPLIES SEAT 3	10,000	3,000	10,000	-	10,000	100.00%	100.00%
			001-1010-512-5204	OPERATING SUPPLIES SEAT 4	10,000	1,890	10,000	-	10,000	100.00%	100.00%
			001-1010-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	68,750	-	49,476	19,274	49,476	71.97%	71.97%
			001-1010-512-5500	TRAINING	7,000	575	4,112	2,888	4,112	58.74%	58.74%
			1010 MAYOR'S OFFICE Total		686,559	53,748	574,143	112,416	574,143	83.63%	83.63%
		1015 I	001-1015-514-0001	ADMIN - LEGAL SERVICES	-	-	-	-	-	0.00%	0.00%
			001-1015-514-1200	REGULAR SALARIES AND WAGES	84,293	6,226	72,975	11,318	72,975	86.57%	86.57%
			001-1015-514-1210	LONGEVITY PAY	400	-	-	400	-	0.00%	0.00%
			001-1015-514-1400	OVERTIME	-	-	73	(73)	73	0.00%	0.00%
			001-1015-514-1600	OTHER REIMBURSED ALLOWANCES	(0)	-	-	(0)	-	0.00%	0.00%
			001-1015-514-2100	FICA TAXES - CITY MATCHING	6,479	427	5,007	1,472	5,007	77.29%	77.29%
			001-1015-514-2200	CITY RETIREMENT CONTRIBUTION	12,365	909	10,847	1,518	10,847	87.73%	87.73%
			001-1015-514-2300	LIFE AND HEALTH INSURANCE	15,948	2,615	16,425	(478)	16,425	103.00%	103.00%
			001-1015-514-2400	WORKERS' COMPENSATION	27	14	56	(29)	56	206.43%	206.43%
			001-1015-514-3100	PROFESSIONAL SERVICES	781,863	32,702	682,594	99,269	744,648	95.24%	87.30%
			001-1015-514-3400	OTHER CONTRACTUAL SERVICES	8,500	1,693	8,837	(337)	8,837	103.97%	103.97%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %	FY24 YTD %
		1015	001-1015-514-4000	TRAVEL AND PER DIEM	1,500	-	-	1,500	-	0.00%	0.00%
			001-1015-514-4200	FREIGHT & POSTAGE SERVICES	350	1	6	344	6	1.60%	1.60%
			001-1015-514-4400	RENTALS AND LEASES	-	-	-	-	-	0.00%	0.00%
			001-1015-514-4500	LIABILITY & CASUALTY INSURANCE	1,647,401	677,880	1,824,969	(177,568)	1,824,969	110.78%	110.78%
			001-1015-514-4600	REPAIR & MAINT.-BLDG & EQUIP	774	198	718	56	718	92.80%	92.80%
			001-1015-514-4700	PRINTING SERVICES	80	-	-	80	-	0.00%	0.00%
			001-1015-514-4900	OTHER CURRENT CHARGES	25,100	-	176	24,924	176	0.70%	0.70%
			001-1015-514-5100	OFFICE SUPPLIES	1,000	321	501	499	501	50.12%	50.12%
			001-1015-514-5200	OPERATING SUPPLIES	576	-	60	516	60	10.42%	10.42%
			001-1015-514-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	10,519	-	3,004	7,515	3,004	28.56%	28.56%
			001-1015-514-5500	TRAINING	1,050	-	428	622	428	40.76%	40.76%
			1015 LEGAL SERVICES Total		2,598,224	722,986	2,626,676	(28,453)	2,688,730	103.48%	101.10%
		1020	001-1020-512-0001	ADMIN - ADMINISTRATIVE SERVICES	-	-	-	-	-	0.00%	0.00%
			001-1020-512-1200	REGULAR SALARIES AND WAGES	300,796	19,797	176,580	124,216	176,580	58.70%	58.70%
			001-1020-512-1210	LONGEVITY PAY	885	-	-	885	-	0.00%	0.00%
			001-1020-512-1600	OTHER REIMBURSED ALLOWANCES	12,000	-	-	12,000	-	0.00%	0.00%
			001-1020-512-2100	FICA TAXES - CITY MATCHING	18,412	1,432	13,103	5,309	13,103	71.17%	71.17%
			001-1020-512-2200	CITY RETIREMENT CONTRIBUTION	40,879	2,903	19,451	21,428	19,451	47.58%	47.58%
			001-1020-512-2300	LIFE AND HEALTH INSURANCE	28,663	4,958	15,899	12,764	15,899	55.47%	55.47%
			001-1020-512-2400	WORKERS' COMPENSATION	75	21	88	(13)	88	117.12%	117.12%
			001-1020-512-3100	PROFESSIONAL SERVICES	45,000	-	45,000	-	45,000	100.00%	100.00%
			001-1020-512-3400	OTHER CONTRACTUAL SERVICES	145,622	11,970	97,843	47,778	97,843	67.19%	67.19%
			001-1020-512-4000	TRAVEL AND PER DIEM	-	-	16,250	(16,250)	16,250	0.00%	0.00%
			001-1020-512-4200	FREIGHT & POSTAGE SERVICES	250	-	-	250	-	0.00%	0.00%
			001-1020-512-4400	RENTALS AND LEASES	4,700	581	2,323	2,377	2,323	49.43%	49.43%
			001-1020-512-4600	REPAIR & MAINT.-BLDG & EQUIP	1,000	175	544	456	544	54.38%	54.38%
			001-1020-512-4650	VEHICLE MAINTENANCE	1,200	273	319	881	319	26.58%	26.58%
			001-1020-512-5100	OFFICE SUPPLIES	2,500	-	347	2,153	347	13.87%	13.87%
			001-1020-512-5200	OPERATING SUPPLIES	2,700	70	228	2,472	228	8.44%	8.44%
			001-1020-512-5250	FUEL AND GASOLINE	1,000	16	471	529	471	47.14%	47.14%
			001-1020-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	710	513	1,621	(911)	1,621	228.31%	228.31%
			001-1020-512-5500	TRAINING	2,000	-	-	2,000	-	0.00%	0.00%
			1020 ADMINISTRATIVE SERVICES Total		608,392	42,709	390,068	218,324	390,068	64.11%	64.11%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24			FY24			
					Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Projected Annual %	FY24 YTD %	
		1022 F	001-1022-519-0009	ADMIN - FACILITIES MAINTENANCE	-	-	-	-	-	0.00%	0.00%	
			001-1022-519-1200	REGULAR SALARIES AND WAGES	290,673	26,131	320,846	(30,173)	320,846	110.38%	110.38%	
			001-1022-519-1210	LONGEVITY PAY	1,140	-	-	1,140	-	0.00%	0.00%	
			001-1022-519-1400	OVERTIME PAY	26,365	2,631	28,790	(2,424)	28,790	109.19%	109.19%	
			001-1022-519-2100	FICA TAXES - CITY MATCHING	24,341	2,148	26,209	(1,869)	26,209	107.68%	107.68%	
			001-1022-519-2200	CITY RETIREMENT CONTRIBUTIONS	46,454	4,199	51,590	(5,136)	51,590	111.06%	111.06%	
			001-1022-519-2300	LIFE AND HEALTH INSURANCE	73,965	10,064	62,160	11,805	62,160	84.04%	84.04%	
			001-1022-519-2400	WORKERS' COMPENSATION	896	257	1,171	(275)	1,171	130.65%	130.65%	
			001-1022-519-3100	PROFESSIONAL SERVICES	42,603	-	33,410	9,193	33,410	78.42%	78.42%	
			001-1022-519-3400	OTHER CONTRACTUAL SERVICES	374,156	20,519	255,485	118,670	255,485	68.28%	68.28%	
			001-1022-519-4300	UTILITY SERVICES	200,000	12,212	162,045	37,955	162,045	81.02%	81.02%	
			001-1022-519-4400	RENTALS AND LEASES	17,000	387	837	16,163	837	4.92%	4.92%	
			001-1022-519-4600	REPAIR & MAINT.-BLDG & EQUIP	538,919	60,783	471,884	67,035	471,884	87.56%	87.56%	
			001-1022-519-4650	VEHICLE MAINTENANCE	8,000	2,313	3,967	4,033	3,967	49.59%	49.59%	
			001-1022-519-4900	OTHER CURRENT CHARGES	18,095	-	51,870	(33,775)	51,870	286.65%	286.65%	
			001-1022-519-5100	OFFICE SUPPLIES	7,200	-	-	7,200	-	0.00%	0.00%	
			001-1022-519-5200	OPERATING SUPPLIES	104,840	23,347	74,570	30,270	74,570	71.13%	71.13%	
			001-1022-519-5250	FUEL AND GASOLINE	9,859	328	4,617	5,242	4,617	46.83%	46.83%	
			001-1022-519-5500	TRAINING	3,500	-	2,065	1,435	2,065	59.00%	59.00%	
			001-1022-519-6200	BUILDINGS	428,489	-	143,672	284,817	143,672	33.53%	33.53%	
			001-1022-519-6300	INFRASTRUCTURE	148,000	-	150,600	(2,600)	150,600	101.76%	101.76%	
			001-1022-519-6400	MACHINERY AND EQUIPMENT	692,090	39,040	214,726	477,364	214,726	31.03%	31.03%	
			1022 FACILITIES MAINTENANCE Total					3,056,586	204,358	2,060,512	996,073	2,060,512
			1030 C	001-1030-512-0001	ADMIN - CITY CLERK	-	-	-	-	-	0.00%	0.00%
				001-1030-512-1200	REGULAR SALARIES AND WAGES	177,533	16,334	190,749	(13,216)	190,749	107.44%	107.44%
				001-1030-512-1210	LONGEVITY PAY	389	-	-	389	-	0.00%	0.00%
				001-1030-512-1400	OVERTIME PAY	2,400	191	1,029	1,371	1,029	42.89%	42.89%
				001-1030-512-2100	FICA TAXES - CITY MATCHING	13,795	1,118	13,433	362	13,433	97.38%	97.38%
				001-1030-512-2200	CITY RETIREMENT CONTRIBUTION	26,327	2,413	28,234	(1,907)	28,234	107.24%	107.24%
				001-1030-512-2300	LIFE AND HEALTH INSURANCE	36,297	9,968	44,710	(8,413)	44,710	123.18%	123.18%
				001-1030-512-2400	WORKERS' COMPENSATION	50	14	65	(15)	65	130.64%	130.64%
				001-1030-512-3100	PROFESSIONAL SERVICES	1,000	-	155	845	155	15.50%	15.50%
				001-1030-512-3400	OTHER CONTRACTUAL SERVICES	9,200	37	4,473	4,727	4,473	48.62%	48.62%
				001-1030-512-4000	TRAVEL & PER DIEM	1,500	-	505	995	505	33.66%	33.66%
				001-1030-512-4200	FREIGHT & POSTAGE SERVICES	500	32	246	254	246	49.28%	49.28%
				001-1030-512-4400	RENTAL AND LEASES	-	-	-	-	-	0.00%	0.00%
				001-1030-512-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	4,700	749	4,203	497	4,203	89.42%	89.42%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24		FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24	
					Amended Budgeted						Projected Annual %	FY24 YTD %
		1030	001-1030-512-4700	PRINTING SERVICES	13,800		140	740	13,060	740	5.36%	5.36%
			001-1030-512-4900	OTHER CURRENT CHARGES	5,000		269	1,864	3,136	1,864	37.27%	37.27%
			001-1030-512-4902	LEGAL ADVERTISING	11,000		3,013	10,596	404	10,596	96.32%	96.32%
			001-1030-512-5100	OFFICE SUPPLIES	1,500		154	1,288	212	1,288	85.85%	85.85%
			001-1030-512-5200	OPERATING SUPPLIES	1,000		-	958	42	958	95.83%	95.83%
			001-1030-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,000		250	765	235	765	76.50%	76.50%
			001-1030-512-5500	TRAINING	1,400		150	673	727	673	48.07%	48.07%
			001-1030-512-6800	INTANGIBLE ASSETS	-		-	-	-	-	0.00%	0.00%
		1030 CITY CLERK Total			308,391		34,831	304,686	3,705	304,686	98.80%	98.80%
					7,258,151		1,058,632	5,956,085	1,302,066	6,018,139	82.92%	82.06%
		1120	001-1120-513-0002	FINANCE - BUDGET AND ACCOUNTING	-		-	-	-	-	0.00%	0.00%
			001-1120-513-1200	REGULAR SALARIES AND WAGES	1,246,740		94,250	1,097,921	148,818	1,097,921	88.06%	88.06%
			001-1120-513-1210	LONGEVITY PAY	940		-	-	940	-	0.00%	0.00%
			001-1120-513-1400	OVERTIME PAY	11,000		1,087	10,779	221	10,779	97.99%	97.99%
			001-1120-513-1600	OTHER REIMBURSED ALLOWANCES	480		-	-	480	-	0.00%	0.00%
			001-1120-513-2100	FICA TAXES - CITY MATCHING	96,594		6,924	81,288	15,305	81,288	84.16%	84.16%
			001-1120-513-2200	CITY RETIREMENT CONTRIBUTION	191,139		13,919	162,124	29,014	162,124	84.82%	84.82%
			001-1120-513-2300	LIFE AND HEALTH INSURANCE	264,260		34,015	188,943	75,317	188,943	71.50%	71.50%
			001-1120-513-2400	WORKER'S COMPENSATION	282		64	293	(12)	293	104.20%	104.20%
			001-1120-513-3100	PROFESSIONAL SERVICES	237,465		27,111	176,910	60,555	176,910	74.50%	74.50%
			001-1120-513-3200	AUDIT SERVICES	54,500		-	54,200	300	54,200	99.45%	99.45%
			001-1120-513-3400	OTHER CONTRACTUAL SERVICES	126,076		3,642	84,854	41,222	84,854	67.30%	67.30%
			001-1120-513-4000	TRAVEL & PER DIEM	10,230		4	2,221	8,009	2,221	21.71%	21.71%
			001-1120-513-4200	FREIGHT & POSTAGE SERVICES	20,500		221	17,725	2,775	17,725	86.47%	86.47%
			001-1120-513-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	2,384		290	2,031	353	2,031	85.19%	85.19%
			001-1120-513-4700	PRINTING SERVICES	13,170		-	10,281	2,889	10,281	78.07%	78.07%
			001-1120-513-4900	OTHER CURRENT CHARGES	115,703		1,350	20,396	95,307	20,396	17.63%	17.63%
			001-1120-513-4902	LEGAL ADVERTISING	1,900		-	-	1,900	-	0.00%	0.00%
			001-1120-513-5100	OFFICE SUPPLIES	5,300		(6)	4,792	508	4,792	90.42%	90.42%
			001-1120-513-5200	OPERATING SUPPLIES	29,716		168	23,727	5,989	23,727	79.84%	79.84%
			001-1120-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	2,685		395	2,558	127	2,558	95.27%	95.27%
			001-1120-513-5500	TRAINING	8,885		1,693	3,844	5,042	3,844	43.26%	43.26%
			001-1120-513-9101	TRANSFER TO GENERAL FUND	-		(250)	-	-	-	0.00%	0.00%
			001-1120-513-9150	TRANSFER TO GRANT FUND	-		-	-	-	-	0.00%	0.00%
		1120 FINANCE Total			2,439,947		184,877	1,944,887	495,060	1,944,887	79.71%	79.71%
					2,439,947		184,877	1,944,887	495,060	1,944,887	79.71%	79.71%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24			FY24					
					Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Projected Annual %	FY24 YTD %			
		1170	001-1170-513-0004	HUMAN RESOURCES	-	-	-	-	-	0.00%	0.00%			
			001-1170-513-1200	REGULAR SALARIES AND WAGES	325,054	27,530	323,704	1,350	323,704	99.58%	99.58%			
			001-1170-513-1210	LONGEVITY PAY	205	-	-	205	-	0.00%	0.00%			
			001-1170-513-1300	OTHER SALARIES AND WAGES	15,600	-	-	15,600	-	0.00%	0.00%			
			001-1170-513-1400	OVERTIME PAY	5,000	210	1,571	3,429	1,571	31.42%	31.42%			
			001-1170-513-1600	OTHER REIMBURSED ALLOWANCES	480	37	471	9	471	98.08%	98.08%			
			001-1170-513-1700	HUMAN RESOURCES CONTINGENCY	(21,913)	-	-	(21,913)	-	0.00%	0.00%			
			001-1170-513-2100	FICA TAXES - CITY MATCHING	25,643	2,069	24,271	1,372	24,271	94.65%	94.65%			
			001-1170-513-2200	CITY RETIREMENT CONTRIBUTION	48,288	3,823	45,401	2,887	45,401	94.02%	94.02%			
			001-1170-513-2300	LIFE AND HEALTH INSURANCE	73,986	7,554	55,979	18,007	55,979	75.66%	75.66%			
			001-1170-513-2400	WORKER'S COMPENSATION	100	29	130	(31)	130	130.66%	130.66%			
			001-1170-513-2500	UNEMPLOYMENT COMPENSATION	20,000	-	783	19,217	783	3.91%	3.91%			
			001-1170-513-3100	PROFESSIONAL SERVICES	79,500	18,295	76,944	2,556	76,944	96.78%	96.78%			
			001-1170-513-3400	OTHER CONTRACTUAL SERVICES	147,639	6,410	87,588	60,051	87,588	59.33%	59.33%			
			001-1170-513-4000	TRAVEL & PER DIEM	8,000	70	5,667	2,333	5,667	70.83%	70.83%			
			001-1170-513-4200	FREIGHT & POSTAGE SERVICES	500	2	211	289	211	42.28%	42.28%			
			001-1170-513-4400	RENTALS AND LEASES	24	-	-	24	-	0.00%	0.00%			
			001-1170-513-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	2,476	357	2,006	470	2,006	81.01%	81.01%			
			001-1170-513-4700	PRINTING SERVICES	1,550	-	1,512	38	1,512	97.58%	97.58%			
			001-1170-513-4900	OTHER CURRENT CHARGES	6,129	1,971	4,899	1,230	4,899	79.92%	79.92%			
			001-1170-513-5100	OFFICE SUPPLIES	2,300	72	2,096	204	2,096	91.13%	91.13%			
			001-1170-513-5200	OPERATING SUPPLIES	22,200	381	16,791	5,409	16,791	75.63%	75.63%			
			001-1170-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	7,596	-	4,021	3,575	4,021	52.94%	52.94%			
			001-1170-513-5500	TRAINING	33,000	299	5,863	27,137	5,863	17.77%	17.77%			
			001-1170-513-6400	EQUIPMENT AND MACHINERY	18,000	1,485	8,888	9,112	8,888	49.38%	49.38%			
			001-1170-513-6800	INTANGIBLE ASSETS	9,723	-	9,223	500	9,223	94.86%	94.86%			
			1170 HUMAN RESOURCES Total					831,079	70,593	678,017	153,062	678,017	81.58%	81.58%
								831,079	70,593	678,017	153,062	678,017	81.58%	81.58%
			2110		2110	001-2110-522-0005	FIRE - CHIEF'S OFFICE	-	-	-	-	-	0.00%	0.00%
		001-2110-522-1200				REGULAR SALARIES AND WAGES	1,044,304	89,976	994,881	49,422	994,881	95.27%	95.27%	
		001-2110-522-1210				LONGEVITY PAY	2,963	-	-	2,963	-	0.00%	0.00%	
		001-2110-522-1225				PROFICIENCY PAY	72,001	3,372	39,527	32,474	39,527	54.90%	54.90%	
		001-2110-522-1400				OVERTIME PAY	2,857	-	-	2,857	-	0.00%	0.00%	
		001-2110-522-1500				SPECIAL PAY	9,141	410	4,496	4,645	4,496	49.19%	49.19%	
		001-2110-522-1600				OTHER REIMBURSED ALLOWANCES	1,920	-	-	1,920	-	0.00%	0.00%	
		001-2110-522-2100				FICA TAXES - CITY MATCHING	84,029	6,612	73,410	10,619	73,410	87.36%	87.36%	

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	FY24 Projected Annual %	FY24 YTD %
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Annual %		
		2110	001-2110-522-2200	CITY RETIREMENT CONTRIBUTION	744,763	25,344	715,981	28,782	715,981	96.14%	96.14%	
			001-2110-522-2300	LIFE AND HEALTH INSURANCE	274,656	39,941	222,023	52,633	222,023	80.84%	80.84%	
			001-2110-522-2400	WORKER'S COMPENSATION	7,426	1,399	6,369	1,056	6,369	85.78%	85.78%	
			001-2110-522-3100	PROFESSIONAL SERVICES	117,069	6,338	47,370	69,699	47,370	40.46%	40.46%	
			001-2110-522-3400	OTHER CONTRACTUAL SERVICES	111,360	102	107,664	3,695	107,664	96.68%	96.68%	
			001-2110-522-4000	TRAVEL & PER DIEM	21,250	-	18,182	3,068	18,182	85.56%	85.56%	
			001-2110-522-4200	FREIGHT & POSTAGE SERVICES	1,800	17	708	1,092	708	39.31%	39.31%	
			001-2110-522-4300	UTILITY SERVICES	146,400	22,967	150,912	(4,512)	150,912	103.08%	103.08%	
			001-2110-522-4400	RENTAL AND LEASES	68,500	4,555	47,322	21,178	47,322	69.08%	69.08%	
			001-2110-522-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	2,500	-	-	2,500	-	0.00%	0.00%	
			001-2110-522-4650	VEHICLE MAINTENANCE	2,500	8,071	31,143	(28,643)	31,143	1245.70%	1245.70%	
			001-2110-522-5100	OFFICE SUPPLIES	10,000	484	9,741	259	9,741	97.41%	97.41%	
			001-2110-522-5200	OPERATING SUPPLIES	88,000	8,853	56,136	31,864	56,136	63.79%	63.79%	
			001-2110-522-5250	FUEL AND GASOLINE	7,750	951	9,400	(1,650)	9,400	121.29%	121.29%	
			001-2110-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	5,975	387	5,376	599	5,376	89.97%	89.97%	
			001-2110-522-5500	TRAINING	11,570	6,165	9,786	1,784	9,786	84.58%	84.58%	
			001-2110-522-6200	BUILDINGS	14,669	-	-	14,669	-	0.00%	0.00%	
			001-2110-522-6400	EQUIPMENT AND MACHINERY	343,000	-	244,985	98,016	244,985	71.42%	71.42%	
			001-2110-522-6800	INTANGIBLE ASSETS	173,439	-	144,845	28,593	144,845	83.51%	83.51%	
			2110 FIRE CHIEF Total		3,369,840	225,945	2,940,256	429,584	2,940,256	87.25%	87.25%	
		2120	001-2120-522-1200	REGULAR SALARIES AND WAGES	3,507,587	327,338	3,563,215	(55,628)	3,563,215	101.59%	101.59%	
			001-2120-522-1210	LONGEVITY PAY	7,465	-	-	7,465	-	0.00%	0.00%	
			001-2120-522-1400	OVERTIME PAY	155,720	43,555	576,983	(421,264)	576,983	370.53%	370.53%	
			001-2120-522-1500	SPECIAL PAY	6,140	191	2,328	3,812	2,328	37.92%	37.92%	
			001-2120-522-2100	FICA TAXES - CITY MATCHING	283,579	27,506	307,174	(23,595)	307,174	108.32%	108.32%	
			001-2120-522-2200	CITY RETIREMENT CONTRIBUTION	930,268	102,201	1,031,066	(100,798)	1,031,066	110.84%	110.84%	
			001-2120-522-2300	LIFE AND HEALTH INSURANCE	906,856	152,360	841,507	65,350	841,507	92.79%	92.79%	
			001-2120-522-2400	WORKER'S COMPENSATION	41,954	11,493	52,327	(10,374)	52,327	124.73%	124.73%	
			001-2120-522-3100	PROFESSIONAL SERVICES	49,250	-	-	49,250	-	0.00%	0.00%	
			001-2120-522-3400	OTHER CONTRACTUAL SERVICES	-	27,400	27,400	(27,400)	27,400	0.00%	0.00%	
			001-2120-522-4000	TRAVEL & PER DIEM	2,000	-	1,637	363	1,637	81.84%	81.84%	
			001-2120-522-4400	RENTALS AND LEASES	24,603	13,460	21,584	3,020	21,584	87.73%	87.73%	
			001-2120-522-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	203,511	3,412	156,455	47,056	156,455	76.88%	76.88%	
			001-2120-522-4650	VEHICLE MAINTENANCE	175,000	34,483	163,956	11,044	163,956	93.69%	93.69%	
			001-2120-522-4850	PUBLIC RELATIONS	13,000	344	11,543	1,457	11,543	88.79%	88.79%	
			001-2120-522-5200	OPERATING SUPPLIES	984,846	351,749	776,272	208,574	776,272	78.82%	78.82%	
			001-2120-522-5250	FUEL AND GASOLINE	98,400	7,518	97,122	1,278	97,122	98.70%	98.70%	

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	FY24 YTD %
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %	
		2120	001-2120-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	6,700	-	6,071	629	6,071	90.61%	90.61%
			001-2120-522-5500	TRAINING	77,500	5,174	35,268	42,232	35,268	45.51%	45.51%
			001-2120-522-6200	BUILDINGS	85,000	-	31,835	53,165	31,835	37.45%	37.45%
			001-2120-522-6400	EQUIPMENT AND MACHINERY	3,348,232	12,042	1,519,304	1,828,928	1,519,304	45.38%	45.38%
		2120 FIRE SUPPRESSION Total			10,907,611	1,120,227	9,223,047	1,684,565	9,223,047	84.56%	84.56%
		2130	001-2130-526-0007	FIRE - EMERGENCY MEDICAL SERVICE	-	-	-	-	-	0.00%	0.00%
			001-2130-526-1200	REGULAR SALARIES AND WAGES	5,241,117	402,945	5,060,697	180,420	5,060,697	96.56%	96.56%
			001-2130-526-1210	LONGEVITY PAY	15,959	-	-	15,959	-	0.00%	0.00%
			001-2130-526-1225	PROFICIENCY PAY	563,014	35,296	420,951	142,063	420,951	74.77%	74.77%
			001-2130-526-1400	OVERTIME PAY	191,400	78,454	971,404	(780,004)	971,404	507.53%	507.53%
			001-2130-526-1500	SPECIAL PAY	33,442	2,153	24,515	8,927	24,515	73.31%	73.31%
			001-2130-526-2100	FICA TAXES - CITY MATCHING	451,138	38,195	476,322	(25,183)	476,322	105.58%	105.58%
			001-2130-526-2200	CITY RETIREMENT CONTRIBUTION	1,581,468	118,644	1,584,495	(3,027)	1,584,495	100.19%	100.19%
			001-2130-526-2300	LIFE AND HEALTH INSURANCE	1,219,324	165,297	1,008,500	210,824	1,008,500	82.71%	82.71%
			001-2130-526-2400	WORKER'S COMPENSATION	59,193	16,258	74,024	(14,832)	74,024	125.06%	125.06%
			001-2130-526-3400	OTHER CONTRACTUAL SERVICES	671,000	-	662,798	8,202	662,798	98.78%	98.78%
			001-2130-526-4100	COMMUNICATIONS SERVICES	7,200	-	-	7,200	-	0.00%	0.00%
			001-2130-526-4400	RENTAL AND LEASES	22,500	999	20,832	1,668	20,832	92.59%	92.59%
			001-2130-526-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	37,000	-	5,880	31,120	5,880	15.89%	15.89%
			001-2130-526-4650	VEHICLE MAINTENANCE	161,827	4,162	190,644	(28,817)	190,644	117.81%	117.81%
			001-2130-526-4700	PRINTING SERVICES	1,500	-	-	1,500	-	0.00%	0.00%
			001-2130-526-4950	EMS BILLING EXPENSE	98,200	1,917	24,135	74,065	24,135	24.58%	24.58%
			001-2130-526-4951	EMS PEMT EXPENSE	169,364	-	169,363	1	169,363	100.00%	100.00%
			001-2130-526-5200	OPERATING SUPPLIES	328,397	27,229	246,094	82,303	246,094	74.94%	74.94%
			001-2130-526-5250	FUEL AND GASOLINE	68,400	4,443	58,222	10,178	58,222	85.12%	85.12%
			001-2130-526-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	2,500	-	2,347	153	2,347	93.87%	93.87%
			001-2130-526-5500	TRAINING	228,500	23,025	151,099	77,401	151,099	66.13%	66.13%
			001-2130-526-6400	EQUIPMENT AND MACHINERY	2,383,794	48,776	276,112	2,107,682	276,112	11.58%	11.58%
		2130 FIRE EMS Total			13,536,237	967,793	11,428,433	2,107,804	11,428,433	84.43%	84.43%
					27,813,688	2,313,965	23,591,736	4,221,952	23,591,736	84.82%	84.82%
		2210	001-2210-521-0012	POLICE - CHIEF'S OFFICE	-	-	-	-	-	0.00%	0.00%
			001-2210-521-1200	REGULAR SALARIES AND WAGES	650,460	71,104	696,462	(46,002)	696,462	107.07%	107.07%
			001-2210-521-1210	LONGEVITY PAY	1,803	-	-	1,803	-	0.00%	0.00%
			001-2210-521-1225	PROFICIENCY PAY	500	77	981	(480)	981	196.05%	196.05%
			001-2210-521-1400	OVERTIME PAY	12,000	154	13,976	(1,976)	13,976	116.47%	116.47%
			001-2210-521-1500	SPECIAL PAY	6,240	480	6,120	120	6,120	98.08%	98.08%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	FY24 YTD %
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %	
		2210	001-2210-521-1600	OTHER REIMBURSED ALLOWANCES	960	74	941	18	941	98.08%	98.08%
			001-2210-521-2100	FICA TAXES - CITY MATCHING	40,963	5,168	51,109	(10,146)	51,109	124.77%	124.77%
			001-2210-521-2200	CITY RETIREMENT CONTRIBUTION	874,116	8,794	889,235	(15,119)	889,235	101.73%	101.73%
			001-2210-521-2300	LIFE AND HEALTH INSURANCE	117,928	21,846	117,238	690	117,238	99.41%	99.41%
			001-2210-521-2400	WORKER'S COMPENSATION	2,213	635	2,891	(678)	2,891	130.65%	130.65%
			001-2210-521-3100	PROFESSIONAL SERVICES	18,200	2,926	11,258	6,943	11,258	61.85%	61.85%
			001-2210-521-4000	TRAVEL & PER DIEM	12,300	833	2,663	9,637	2,663	21.65%	21.65%
			001-2210-521-4200	FREIGHT & POSTAGE SERVICES	10,000	470	7,925	2,075	7,925	79.25%	79.25%
			001-2210-521-4300	UTILITY SERVICES	57,750	7,710	50,683	7,067	50,683	87.76%	87.76%
			001-2210-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	28,300	394	21,163	7,137	21,163	74.78%	74.78%
			001-2210-521-4650	VEHICLE MAINTENANCE	7,000	143	2,377	4,623	2,377	33.96%	33.96%
			001-2210-521-4700	PRINTING SERVICES	3,575	-	-	3,575	-	0.00%	0.00%
			001-2210-521-4900	OTHER CURRENT CHARGES	2,000	-	-	2,000	-	0.00%	0.00%
			001-2210-521-4902	LEGAL ADVERTISING	1,000	-	-	1,000	-	0.00%	0.00%
			001-2210-521-5100	OFFICE SUPPLIES	3,250	-	907	2,343	907	27.89%	27.89%
			001-2210-521-5200	OPERATING SUPPLIES	40,100	3,468	27,437	12,663	27,437	68.42%	68.42%
			001-2210-521-5202	OPERATING GRANTS	-	-	-	-	-	0.00%	0.00%
			001-2210-521-5250	FUEL AND GASOLINE	9,000	581	6,556	2,444	6,556	72.84%	72.84%
			001-2210-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	6,600	137	3,647	2,954	3,647	55.25%	55.25%
			001-2210-521-5500	TRAINING	63,300	28,080	58,895	4,405	58,895	93.04%	93.04%
			001-2210-521-6300	IMPROVEMENTS OTHER THAN BLDGS.	8,000	-	7,714	286	7,714	96.43%	96.43%
			001-2210-521-6400	EQUIPMENT AND MACHINERY	33,971	-	33,528	444	33,528	98.69%	98.69%
			2210 POLICE CHIEF Total		2,011,528	153,072	2,013,702	(2,174)	2,013,702	100.11%	100.11%
			2220	001-2220-521-0014	POLICE - FIELD SERVICES	-	-	-	-	0.00%	0.00%
			001-2220-521-1200	REGULAR SALARIES AND WAGES	6,766,273	529,605	6,330,129	436,144	6,330,129	93.55%	93.55%
			001-2220-521-1210	LONGEVITY PAY	13,727	-	-	13,727	-	0.00%	0.00%
			001-2220-521-1225	PROFICIENCY PAY	19,656	2,077	24,884	(5,227)	24,884	126.59%	126.59%
			001-2220-521-1400	OVERTIME PAY	271,240	27,412	381,143	(109,903)	381,143	140.52%	140.52%
			001-2220-521-1500	SPECIAL PAY	71,563	3,554	45,189	26,374	45,189	63.15%	63.15%
			001-2220-521-1600	OTHER REIMBURSED ALLOWANCES	2,440	188	2,393	47	2,393	98.08%	98.08%
			001-2220-521-2100	FICA TAXES - CITY MATCHING	540,964	41,212	498,472	42,492	498,472	92.15%	92.15%
			001-2220-521-2200	CITY RETIREMENT CONTRIBUTION	1,717,136	131,831	1,614,452	102,685	1,614,452	94.02%	94.02%
			001-2220-521-2300	LIFE AND HEALTH INSURANCE	1,461,760	182,889	1,105,428	356,332	1,105,428	75.62%	75.62%
			001-2220-521-2400	WORKER'S COMPENSATION	41,150	11,144	50,739	(9,589)	50,739	123.30%	123.30%
			001-2220-521-3100	PROFESSIONAL SERVICES	21,500	750	12,525	8,975	12,525	58.26%	58.26%
			001-2220-521-3400	OTHER CONTRACTUAL SERVICES	4,320	136	3,132	1,188	3,132	72.50%	72.50%
			001-2220-521-4000	TRAVEL & PER DIEM	8,500	745	3,031	5,469	3,031	35.66%	35.66%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -		FY24	FY24	FY24	FY24
					Amended Budgeted	Sept Rev/Expd	FY24 YTD Sept Rev/Expd	Balance Excess/Deficit	Annual Projection	Projected Annual %	FY24 YTD %
		2220	001-2220-521-4100	COMMUNICATIONS SERVICES	5,280	804	4,331	949	4,331	82.02%	82.02%
			001-2220-521-4400	RENTALS & LEASES	6,500	-	-	6,500	-	0.00%	0.00%
			001-2220-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	71,900	1,136	20,547	51,353	20,547	28.58%	28.58%
			001-2220-521-4650	VEHICLE MAINTENANCE	180,000	23,748	186,412	(6,412)	186,412	103.56%	103.56%
			001-2220-521-4700	PRINTING SERVICES	8,800	-	5,333	3,467	5,333	60.61%	60.61%
			001-2220-521-4900	OTHER CURRENT CHARGES	11,127	-	10,500	627	10,500	94.37%	94.37%
			001-2220-521-5100	OFFICE SUPPLIES	14,623	(322)	7,313	7,310	7,313	50.01%	50.01%
			001-2220-521-5200	OPERATING SUPPLIES	1,262,630	99,710	736,945	525,685	736,945	58.37%	58.37%
			001-2220-521-5202	OPERATING GRANTS	-	-	3,539	(3,539)	3,539	0.00%	0.00%
			001-2220-521-5250	FUEL AND GASOLINE	275,000	18,193	224,015	50,985	224,015	81.46%	81.46%
			001-2220-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	5,500	880	2,293	3,207	2,293	41.69%	41.69%
			001-2220-521-5500	TRAINING	40,650	9,820	37,799	2,851	37,799	92.99%	92.99%
			001-2220-521-6400	EQUIPMENT AND MACHINERY	1,618,685	1,075	976,507	642,178	976,507	60.33%	60.33%
		2220 POLICE FIELD SERVICES Total			14,440,924	1,086,587	12,287,052	2,153,872	12,287,052	85.08%	85.08%
		2230	001-2230-521-0015	POLICE - SUPPORT SERVICES	-	-	-	-	-	0.00%	0.00%
			001-2230-521-1200	REGULAR SALARIES AND WAGES	4,069,791	310,601	3,684,798	384,993	3,684,798	90.54%	90.54%
			001-2230-521-1210	LONGEVITY PAY	13,851	-	-	13,851	-	0.00%	0.00%
			001-2230-521-1225	PROFICIENCY PAY	15,507	3,077	38,191	(22,683)	38,191	246.27%	246.27%
			001-2230-521-1300	OTHER SALARIES AND WAGES	2,500	-	-	2,500	-	0.00%	0.00%
			001-2230-521-1400	OVERTIME PAY	165,783	18,070	304,464	(138,681)	304,464	183.65%	183.65%
			001-2230-521-1500	SPECIAL PAY	34,324	2,816	35,085	(761)	35,085	102.22%	102.22%
			001-2230-521-1600	OTHER REIMBURSED ALLOWANCES	18,680	1,132	15,861	2,820	15,861	84.90%	84.90%
			001-2230-521-2100	FICA TAXES - CITY MATCHING	322,926	24,091	294,984	27,942	294,984	91.35%	91.35%
			001-2230-521-2200	CITY RETIREMENT CONTRIBUTION	854,569	60,186	712,502	142,067	712,502	83.38%	83.38%
			001-2230-521-2300	LIFE AND HEALTH INSURANCE	832,829	117,883	674,635	158,195	674,635	81.01%	81.01%
			001-2230-521-2400	WORKER'S COMPENSATION	22,245	6,318	28,766	(6,521)	28,766	129.31%	129.31%
			001-2230-521-3100	PROFESSIONAL SERVICES	16,000	848	8,833	7,167	8,833	55.20%	55.20%
			001-2230-521-4000	TRAVEL & PER DIEM	7,750	1,895	7,056	694	7,056	91.05%	91.05%
			001-2230-521-4100	COMMUNICATIONS SERVICES	11,000	2,236	4,738	6,262	4,738	43.07%	43.07%
			001-2230-521-4400	RENTAL AND LEASES	10,000	-	-	10,000	-	0.00%	0.00%
			001-2230-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	115,525	1,391	88,732	26,793	88,732	76.81%	76.81%
			001-2230-521-4650	VEHICLE MAINTENANCE	95,000	13,179	84,166	10,834	84,166	88.60%	88.60%
			001-2230-521-4700	PRINTING SERVICES	8,500	-	-	8,500	-	0.00%	0.00%
			001-2230-521-4902	LEGAL ADVERTISING	500	-	-	500	-	0.00%	0.00%
			001-2230-521-5100	OFFICE SUPPLIES	6,000	58	1,550	4,450	1,550	25.83%	25.83%
			001-2230-521-5200	OPERATING SUPPLIES	78,000	2,081	30,800	47,200	30,800	39.49%	39.49%
			001-2230-521-5250	FUEL AND GASOLINE	85,000	5,410	73,459	11,541	73,459	86.42%	86.42%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	FY24 YTD %		
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %			
		2230	001-2230-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	2,700	-	1,720	981	1,720	63.69%	63.69%		
			001-2230-521-5500	TRAINING	23,500	5,485	23,378	122	23,378	99.48%	99.48%		
			001-2230-521-6400	EQUIPMENT AND MACHINERY	426,716	57,958	231,002	195,714	231,002	54.13%	54.13%		
			2230 POLICE SUPPORT SERVICES Total				7,239,197	634,714	6,344,716	894,480	6,344,716	87.64%	87.64%
			2235	001-2235-521-0016	POLICE - SCHOOL CROSSING GUARDS	-	-	-	-	-	0.00%	0.00%	
				001-2235-521-1300	OTHER SALARIES AND WAGES	206,960	19,018	157,059	49,901	157,059	75.89%	75.89%	
				001-2235-521-2100	FICA TAXES - CITY MATCHING	15,832	1,455	12,015	3,818	12,015	75.89%	75.89%	
				001-2235-521-2400	WORKER'S COMPENSATION	5,470	1,570	7,146	(1,677)	7,146	130.65%	130.65%	
				001-2235-521-5200	OPERATING SUPPLIES	4,400	98	2,766	1,634	2,766	62.87%	62.87%	
			2235 CROSSING GUARDS PARK RANGERS Total				232,662	22,140	178,986	53,676	178,986	76.93%	76.93%
			2250	001-2250-519-0016	POLICE - COMMUNICATIONS/DISPATCH	-	-	-	-	-	0.00%	0.00%	
				001-2250-519-1200	REGULAR SALARIES AND WAGES	1,841,940	104,723	1,353,565	488,375	1,353,565	73.49%	73.49%	
				001-2250-519-1210	LONGEVITY PAY	3,820	-	-	3,820	-	0.00%	0.00%	
				001-2250-519-1225	PROFICIENCY PAY	4,502	231	3,942	560	3,942	87.57%	87.57%	
				001-2250-519-1300	OTHER SALARIES AND WAGES	47,206	-	-	47,206	-	0.00%	0.00%	
				001-2250-519-1400	OVERTIME PAY	187,097	26,420	352,897	(165,800)	352,897	188.62%	188.62%	
				001-2250-519-1600	OTHER REIMBURSED ALLOWANCES	480	-	-	480	-	0.00%	0.00%	
				001-2250-519-2100	FICA TAXES - CITY MATCHING	159,379	9,658	125,341	34,039	125,341	78.64%	78.64%	
				001-2250-519-2200	CITY RETIREMENT CONTRIBUTION	297,914	16,214	232,761	65,154	232,761	78.13%	78.13%	
				001-2250-519-2300	LIFE AND HEALTH INSURANCE	542,559	46,251	292,269	250,290	292,269	53.87%	53.87%	
				001-2250-519-2400	WORKER'S COMPENSATION	449	129	587	(138)	587	130.66%	130.66%	
				001-2250-519-3100	PROFESSIONAL SERVICES	750	-	-	750	-	0.00%	0.00%	
				001-2250-519-3400	OTHER CONTRACTUAL SERVICES	42,384	19,976	37,760	4,624	37,760	89.09%	89.09%	
				001-2250-519-4000	TRAVEL & PER DIEM	3,400	-	-	3,400	-	0.00%	0.00%	
				001-2250-519-4100	COMMUNICATIONS SERVICES	15,800	16	8,862	6,938	8,862	56.09%	56.09%	
				001-2250-519-4300	UTILITY SERVICES	44,550	2,329	33,268	11,282	33,268	74.68%	74.68%	
				001-2250-519-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	7,992	75	3,291	4,701	3,291	41.18%	41.18%	
				001-2250-519-5100	OFFICE SUPPLIES	7,000	-	335	6,665	335	4.79%	4.79%	
				001-2250-519-5200	OPERATING SUPPLIES	21,650	-	16,605	5,045	16,605	76.70%	76.70%	
				001-2250-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	3,760	1,592	2,467	1,293	2,467	65.61%	65.61%	
				001-2250-519-5500	TRAINING	13,400	(200)	6,608	6,793	6,608	49.31%	49.31%	
				001-2250-519-6400	EQUIPMENT AND MACHINERY	-	-	-	-	-	0.00%	0.00%	
			2250 DISPATCH Total				3,246,033	227,415	2,470,557	775,476	2,470,557	76.11%	76.11%
								27,170,344	2,123,929	23,295,014	3,875,330	23,295,014	85.74%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
		3310	001-3310-519-0017	PUBLIC SERVICES - FLEET MANAGEMENT	-	-	-	-	-	0.00%	0.00%
			001-3310-519-1200	REGULAR SALARIES AND WAGES	784,429	60,794	691,925	92,504	691,925	88.21%	88.21%
			001-3310-519-1210	LONGEVITY PAY	2,535	-	-	2,535	-	0.00%	0.00%
			001-3310-519-1400	OVERTIME PAY	10,000	2,747	33,920	(23,920)	33,920	339.20%	339.20%
			001-3310-519-1600	OTHER REIMBURSED ALLOWANCES	480	37	471	9	471	98.07%	98.07%
			001-3310-519-2100	FICA TAXES - CITY MATCHING	64,829	4,668	53,052	11,778	53,052	81.83%	81.83%
			001-3310-519-2200	CITY RETIREMENT CONTRIBUTION	123,727	9,282	107,953	15,773	107,953	87.25%	87.25%
			001-3310-519-2300	LIFE AND HEALTH INSURANCE	249,471	25,866	169,495	79,976	169,495	67.94%	67.94%
			001-3310-519-2400	WORKER'S COMPENSATION	3,433	985	4,485	(1,052)	4,485	130.65%	130.65%
			001-3310-519-3400	OTHER CONTRACTUAL SERVICES	2,260	-	-	2,260	-	0.00%	0.00%
			001-3310-519-4000	TRAVEL & PER DIEM	6,600	127	912	5,688	912	13.82%	13.82%
			001-3310-519-4200	FREIGHT & POSTAGE SERVICES	100	-	-	100	-	0.00%	0.00%
			001-3310-519-4300	UTILITY SERVICES	12,500	458	13,845	(1,345)	13,845	110.76%	110.76%
			001-3310-519-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	87,000	40,972	69,556	17,444	69,556	79.95%	79.95%
			001-3310-519-4650	VEHICLE MAINTENANCE	10,000	1,136	7,726	2,274	7,726	77.26%	77.26%
			001-3310-519-5100	OFFICE SUPPLIES	2,000	50	703	1,297	703	35.17%	35.17%
			001-3310-519-5200	OPERATING SUPPLIES	35,350	1,368	32,927	2,424	32,927	93.14%	93.14%
			001-3310-519-5250	FUEL AND GASOLINE	9,134	268	3,772	5,362	3,772	41.30%	41.30%
			001-3310-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,250	-	-	1,250	-	0.00%	0.00%
			001-3310-519-5500	TRAINING	3,500	-	2,495	1,005	2,495	71.29%	71.29%
			001-3310-519-6400	EQUIPMENT AND MACHINERY	50,000	-	36,665	13,335	36,665	73.33%	73.33%
			3310 FLEET MAINTENANCE Total		1,458,598	148,758	1,229,902	228,695	1,229,902	84.32%	84.32%
					1,458,598	148,758	1,229,902	228,695	1,229,902	84.32%	84.32%
		3512	001-3512-539-0020	PUBLIC SERVICES - CEMETERY	-	-	-	-	-	0.00%	0.00%
			001-3512-539-1200	REGULAR SALARIES AND WAGES	109,112	7,743	93,701	15,411	93,701	85.88%	85.88%
			001-3512-539-1210	LONGEVITY PAY	524	-	-	524	-	0.00%	0.00%
			001-3512-539-1400	OVERTIME PAY	1,550	-	39	1,511	39	2.50%	2.50%
			001-3512-539-2100	FICA TAXES - CITY MATCHING	8,506	587	6,759	1,747	6,759	79.46%	79.46%
			001-3512-539-2200	CITY RETIREMENT CONTRIBUTION	16,233	1,008	7,653	8,580	7,653	47.15%	47.15%
			001-3512-539-2300	LIFE AND HEALTH INSURANCE	30,148	2,933	26,591	3,557	26,591	88.20%	88.20%
			001-3512-539-2400	WORKER'S COMPENSATION	1,435	412	1,874	(440)	1,874	130.65%	130.65%
			001-3512-539-3100	PROFESSIONAL SERVICES	75,000	-	-	75,000	-	0.00%	0.00%
			001-3512-539-4300	UTILITY SERVICES	-	151	1,391	(1,391)	1,391	0.00%	0.00%
			001-3512-539-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	26,000	22,818	23,718	2,282	23,718	91.22%	91.22%
			001-3512-539-4650	VEHICLE MAINTENANCE	4,000	625	4,454	(454)	4,454	111.35%	111.35%
			001-3512-539-5200	OPERATING SUPPLIES	12,815	239	8,656	4,159	8,656	67.55%	67.55%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
		3512 (	001-3512-539-5250	FUEL AND GASOLINE	5,000	418	4,919	81	4,919	98.38%	98.38%
			001-3512-539-6200	BUILDINGS	334,341	-	10,509	323,831	10,509	3.14%	3.14%
			001-3512-539-6300	INFRASTRUCTURE	135,000	-	-	135,000	-	0.00%	0.00%
			001-3512-539-6400	EQUIPMENT AND MACHINERY	-	-	-	-	-	0.00%	0.00%
		3512 CEMETERY Total			759,663	36,934	190,265	569,398	190,265	25.05%	25.05%
		3513 (	001-3513-572-0021	PUBLIC SERVICES - GROUNDS	-	-	-	-	-	0.00%	0.00%
			001-3513-572-4300	UTILITY SERVICES	-	1,776	11,593	(11,593)	11,593	0.00%	0.00%
			001-3513-572-4650	VEHICLE MAINTENANCE	-	-	-	-	-	0.00%	0.00%
			001-3513-572-5200	OPERATING SUPPLIES	-	-	-	-	-	0.00%	0.00%
			001-3513-572-5250	FUEL AND GASOLINE	-	-	-	-	-	0.00%	0.00%
		3513 GROUNDS MAINTENANCE Total			-	1,776	11,593	(11,593)	11,593	0.00%	0.00%
		3514 (	001-3514-572-0022	GROUNDS - ATHLETIC COMPLEXES	-	-	-	-	-	0.00%	0.00%
			001-3514-572-1200	REGULAR SALARIES AND WAGES	861,726	62,042	749,825	111,901	749,825	87.01%	87.01%
			001-3514-572-1210	LONGEVITY PAY	3,101	-	-	3,101	-	0.00%	0.00%
			001-3514-572-1400	OVERTIME PAY	10,000	1,323	26,881	(16,881)	26,881	268.81%	268.81%
			001-3514-572-1600	OTHER REIMBURSED ALLOWANCES	480	37	471	9	471	98.07%	98.07%
			001-3514-572-2100	FICA TAXES - CITY MATCHING	66,962	4,601	56,376	10,585	56,376	84.19%	84.19%
			001-3514-572-2200	CITY RETIREMENT CONTRIBUTION	127,795	9,257	114,536	13,259	114,536	89.62%	89.62%
			001-3514-572-2300	LIFE AND HEALTH INSURANCE	316,333	43,189	264,361	51,972	264,361	83.57%	83.57%
			001-3514-572-2400	WORKER'S COMPENSATION	4,848	1,391	6,334	(1,486)	6,334	130.65%	130.65%
			001-3514-572-3400	OTHER CONTRACTUAL SERVICES	759,680	104,993	673,820	85,860	673,820	88.70%	88.70%
			001-3514-572-4000	TRAVEL & PER DIEM	500	-	-	500	-	0.00%	0.00%
			001-3514-572-4200	FREIGHT & POSTAGE SERVICES	100	-	-	100	-	0.00%	0.00%
			001-3514-572-4300	UTILITY SERVICES	343,100	10,699	309,358	33,742	309,358	90.17%	90.17%
			001-3514-572-4400	RENTALS AND LEASES	2,000	775	775	1,225	775	38.75%	38.75%
			001-3514-572-4600	REPAIRS AND MAINTENANCE SERVICES	78,000	11,242	42,622	35,378	42,622	54.64%	54.64%
			001-3514-572-4650	VEHICLE MAINTENANCE	93,000	11,637	104,773	(11,773)	104,773	112.66%	112.66%
			001-3514-572-4900	OTHER CURRENT CHARGES AND OBLIGATIONS	2,000	-	-	2,000	-	0.00%	0.00%
			001-3514-572-5200	OPERATING SUPPLIES	382,909	98,359	367,452	15,457	367,452	95.96%	95.96%
			001-3514-572-5216	TREE BANKS EXPENDITURE	-	-	-	-	-	0.00%	0.00%
			001-3514-572-5250	FUEL AND GASOLINE	47,000	4,549	43,043	3,957	43,043	91.58%	91.58%
			001-3514-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	565	215	275	290	275	48.67%	48.67%
			001-3514-572-5500	TRAINING	2,950	480	780	2,170	780	26.44%	26.44%
			001-3514-572-6200	BUILDINGS	394,651	-	5,822	388,829	5,822	1.48%	1.48%
			001-3514-572-6300	INFRASTRUCTURE	389,016	-	64,224	324,792	64,224	16.51%	16.51%
			001-3514-572-6400	EQUIPMENT & MACHINERY	263,389	84,586	260,084	3,305	260,084	98.75%	98.75%
		3514 RECREATION ATHLETIC COMPLEXES Total			4,150,105	449,375	3,091,812	1,058,293	3,091,812	74.50%	74.50%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %	FY24 YTD %
		3612	001-3612-572-0023	REC - ATHLETICS	-	-	-	-	-	0.00%	0.00%
			001-3612-572-1200	REGULAR SALARIES AND WAGES	879,302	66,942	782,855	96,446	782,855	89.03%	89.03%
			001-3612-572-1210	LONGEVITY PAY	2,113	-	-	2,113	-	0.00%	0.00%
			001-3612-572-1300	OTHER SALARIES AND WAGES	178,850	22,669	243,011	(64,161)	243,011	135.87%	135.87%
			001-3612-572-1400	OVERTIME PAY	10,550	698	14,657	(4,107)	14,657	138.93%	138.93%
			001-3612-572-1600	OTHER REIMBURSED ALLOWANCES	2,400	185	2,354	46	2,354	98.08%	98.08%
			001-3612-572-2100	FICA TAXES - CITY MATCHING	81,668	6,801	78,336	3,332	78,336	95.92%	95.92%
			001-3612-572-2200	CITY RETIREMENT CONTRIBUTION	129,642	9,769	115,610	14,032	115,610	89.18%	89.18%
			001-3612-572-2300	LIFE AND HEALTH INSURANCE	216,581	26,007	166,004	50,577	166,004	76.65%	76.65%
			001-3612-572-2400	WORKER'S COMPENSATION	6,901	1,980	9,017	(2,116)	9,017	130.65%	130.65%
			001-3612-572-3400	OTHER CONTRACTUAL SERVICES	135,075	9,995	120,580	14,495	120,580	89.27%	89.27%
			001-3612-572-4000	TRAVEL & PER DIEM	2,000	8	743	1,257	743	37.13%	37.13%
			001-3612-572-4200	FREIGHT & POSTAGE SERVICES	600	12	266	334	266	44.37%	44.37%
			001-3612-572-4400	RENTALS AND LEASES	8,185	656	5,749	2,436	5,749	70.24%	70.24%
			001-3612-572-4600	REPAIRS & MAINT. - BLDG.& EQUIPMENT	37,353	12,788	27,538	9,815	27,538	73.72%	73.72%
			001-3612-572-4650	VEHICLE MAINTENANCE	13,000	9,290	18,986	(5,986)	18,986	146.05%	146.05%
			001-3612-572-4700	PRINTING SERVICES	18,000	-	4,852	13,148	4,852	26.95%	26.95%
			001-3612-572-4800	PROMOTIONAL ADVERTISEMENT	26,000	18	20,727	5,273	20,727	79.72%	79.72%
			001-3612-572-5100	OFFICE SUPPLIES	7,000	558	2,435	4,565	2,435	34.79%	34.79%
			001-3612-572-5200	OPERATING SUPPLIES	195,162	29,356	164,639	30,523	164,639	84.36%	84.36%
			001-3612-572-5201	AMPHITHEATER EVENTS	199,000	3,014	158,249	40,751	158,249	79.52%	79.52%
			001-3612-572-5203	COMMUNITY EVENTS	158,000	7,696	59,321	98,679	59,321	37.55%	37.55%
			001-3612-572-5206	RECREATION SCHOLARSHIPS - ADVENT HEALTH	30,000	-	-	30,000	-	0.00%	0.00%
			001-3612-572-5250	FUEL AND GASOLINE	20,000	408	3,446	16,554	3,446	17.23%	17.23%
			001-3612-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	7,665	-	1,326	6,339	1,326	17.30%	17.30%
			001-3612-572-5500	TRAINING	6,600	2,115	1,382	5,218	1,382	20.94%	20.94%
			001-3612-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	2,365,011	151,198	996,182	1,368,829	996,182	42.12%	42.12%
			001-3612-572-6400	EQUIPMENT AND MACHINERY	91,058	40,721	73,778	17,279	73,778	81.02%	81.02%
			3612 RECREATION ATHLETICS Total		4,827,715	402,883	3,072,043	1,755,672	3,072,043	63.63%	63.63%
			3613	001-3613-572-0001	REC - ACTIVITIES AND CIVIC EVENTS	-	-	-	-	0.00%	0.00%
			3613 RECREATION PROGRAMS & CIVIC EVENTS Total		-	-	-	-	-	0.00%	0.00%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %	FY24 YTD %
		3614	001-3614-572-1200	REGULAR SALARIES AND WAGES	83,426	8,080	225,746	(142,321)	225,746	270.60%	270.60%
			001-3614-572-1210	LONGEVITY PAY	114	-	-	114	-	0.00%	0.00%
			001-3614-572-1300	OTHER SALARIES AND WAGES	190,900	-	(43)	190,943	(43)	-0.02%	-0.02%
			001-3614-572-1400	OVERTIME PAY	6,250	-	13,520	(7,270)	13,520	216.33%	216.33%
			001-3614-572-2100	FICA TAXES - CITY MATCHING	21,473	612	18,283	3,190	18,283	85.15%	85.15%
			001-3614-572-2200	CITY RETIREMENT CONTRIBUTION	12,246	981	7,471	4,775	7,471	61.01%	61.01%
			001-3614-572-2300	LIFE AND HEALTH INSURANCE	12,496	3,804	13,111	(615)	13,111	104.92%	104.92%
			001-3614-572-2400	WORKER'S COMPENSATION	3,790	1,087	4,951	(1,162)	4,951	130.65%	130.65%
			001-3614-572-3400	OTHER CONTRACTUAL SERVICES	150,023	2,900	89,611	60,412	89,611	59.73%	59.73%
			001-3614-572-4000	TRAVEL & PER DIEM	250	-	-	250	-	0.00%	0.00%
			001-3614-572-4200	FREIGHT & POSTAGE SERVICES	100	-	-	100	-	0.00%	0.00%
			001-3614-572-4300	UTILITY SERVICES	48,000	3,766	40,201	7,799	40,201	83.75%	83.75%
			001-3614-572-4400	RENTALS AND LEASES	7,800	-	-	7,800	-	0.00%	0.00%
			001-3614-572-4600	REPAIR & MAINT.-BLDG. & EQUIP.	35,400	192	18,871	16,529	18,871	53.31%	53.31%
			001-3614-572-4650	VEHICLE MAINTENANCE	5,000	-	-	5,000	-	0.00%	0.00%
			001-3614-572-4700	PRINTING SERVICES	5,000	208	643	4,357	643	12.87%	12.87%
			001-3614-572-4800	PROMOTIONAL ADVERTISEMENT	8,500	-	2,695	5,805	2,695	31.70%	31.70%
			001-3614-572-5100	OFFICE SUPPLIES	4,000	-	283	3,717	283	7.08%	7.08%
			001-3614-572-5200	OPERATING SUPPLIES	95,200	1,240	49,757	45,443	49,757	52.27%	52.27%
			001-3614-572-5250	FUEL AND GASOLINE	3,000	-	-	3,000	-	0.00%	0.00%
			001-3614-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	4,565	-	54	4,511	54	1.19%	1.19%
			001-3614-572-5500	TRAINING	7,980	-	4,188	3,793	4,188	52.47%	52.47%
			001-3614-572-6200	BUILDINGS	50,000	-	-	50,000	-	0.00%	0.00%
			001-3614-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	325,000	-	-	325,000	-	0.00%	0.00%
			001-3614-572-6400	EQUIPMENT & MACHINERY	166,481	-	135,296	31,186	135,296	81.27%	81.27%
			3614 RECREATION - ACTIVITIES AND CIVIC EVENTS Total		1,246,993	22,872	624,639	622,355	624,639	50.09%	50.09%
					10,984,476	913,839	6,990,351	3,994,125	6,990,351	63.64%	63.64%
		4020	001-4020-515-0025	COMMUNITY DEV - PLANNING	-	-	-	-	-	0.00%	0.00%
			001-4020-515-1200	REGULAR SALARIES AND WAGES	691,743	50,410	789,409	(97,665)	789,409	114.12%	114.12%
			001-4020-515-1210	LONGEVITY PAY	846	-	-	846	-	0.00%	0.00%
			001-4020-515-1300	OTHER SALARIES AND WAGES	18,720	-	-	18,720	-	0.00%	0.00%
			001-4020-515-1400	OVERTIME PAY	5,000	260	755	4,245	755	15.10%	15.10%
			001-4020-515-2100	FICA TAXES - CITY MATCHING	50,304	3,637	56,595	(6,290)	56,595	112.50%	112.50%
			001-4020-515-2200	CITY RETIREMENT CONTRIBUTION	101,118	5,685	95,813	5,305	95,813	94.75%	94.75%
			001-4020-515-2300	LIFE AND HEALTH INSURANCE	159,250	19,793	144,422	14,829	144,422	90.69%	90.69%
			001-4020-515-2400	WORKER'S COMPENSATION	1,194	343	1,561	(366)	1,561	130.66%	130.66%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	FY24 Projected Annual %	FY24 YTD %		
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Annual %				
	4020 (		001-4020-515-3100	PROFESSIONAL SERVICES	-	-	-	-	-	0.00%	0.00%			
			001-4020-515-3400	OTHER CONTRACTUAL SERVICES	662,534	59,910	207,805	454,729	207,805	31.37%	31.37%			
			001-4020-515-4000	TRAVEL & PER DIEM	4,200	213	1,924	2,276	1,924	45.81%	45.81%			
			001-4020-515-4100	COMMUNICATIONS SERVICES	3,700	-	-	3,700	-	0.00%	0.00%			
			001-4020-515-4200	FREIGHT & POSTAGE SERVICES	7,120	22	6,727	393	6,727	94.48%	94.48%			
			001-4020-515-4400	RENTALS AND LEASES	2,500	-	-	2,500	-	0.00%	0.00%			
			001-4020-515-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	57,500	635	50,124	7,376	50,124	87.17%	87.17%			
			001-4020-515-4650	VEHICLE MAINTENANCE	8,000	265	1,883	6,117	1,883	23.53%	23.53%			
			001-4020-515-4700	PRINTING SERVICES	3,740	-	3,199	541	3,199	85.53%	85.53%			
			001-4020-515-4902	LEGAL ADVERTISING	40,000	4,194	15,389	24,611	15,389	38.47%	38.47%			
			001-4020-515-5100	OFFICE SUPPLIES	12,000	1,038	3,963	8,037	3,963	33.02%	33.02%			
			001-4020-515-5200	OPERATING SUPPLIES	10,345	-	5,398	4,947	5,398	52.18%	52.18%			
			001-4020-515-5250	FUEL AND GASOLINE	6,000	-	127	5,873	127	2.11%	2.11%			
			001-4020-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	20,565	203	3,024	17,541	3,024	14.71%	14.71%			
			001-4020-515-5500	TRAINING	3,950	-	1,960	1,990	1,960	49.62%	49.62%			
			001-4020-515-6400	EQUIPMENT AND MACHINERY	5,105	-	-	5,105	-	0.00%	0.00%			
			001-4020-515-6800	INTANGIBLE ASSETS	35,001	-	-	35,001	-	0.00%	0.00%			
			001-4020-581-9160	TRANSFER TO CRA	-	-	-	-	-	0.00%	0.00%			
			4020 COMMUNITY DEVELOPMENT Total					1,910,437	146,607	1,390,076	520,360	1,390,076	72.76%	72.76%
	4021 (			001-4021-524-0000	COMMUNITY DEV - BUILDING	-	-	-	-	-	0.00%	0.00%		
				001-4021-524-1200	REGULAR SALARIES AND WAGES	865,308	51,373	624,390	240,918	624,390	72.16%	72.16%		
				001-4021-524-1210	LONGEVITY PAY	1,899	-	-	1,899	-	0.00%	0.00%		
				001-4021-524-1400	OVERTIME PAY	4,000	-	2,782	1,218	2,782	69.56%	69.56%		
				001-4021-524-1600	OTHER REIMBURSED ALLOWANCES	480	-	-	480	-	0.00%	0.00%		
				001-4021-524-2100	FICA TAXES - CITY MATCHING	66,002	3,791	46,565	19,438	46,565	70.55%	70.55%		
				001-4021-524-2200	CITY RETIREMENT CONTRIBUTION	118,876	6,567	81,296	37,580	81,296	68.39%	68.39%		
				001-4021-524-2300	LIFE AND HEALTH INSURANCE	191,753	21,248	121,633	70,120	121,633	63.43%	63.43%		
				001-4021-524-2400	WORKERS' COMPENSATION	3,359	964	4,388	(1,030)	4,388	130.66%	130.66%		
				001-4021-524-4000	TRAVEL AND PER DIEM	750	-	-	750	-	0.00%	0.00%		
				001-4021-524-4200	FREIGHT & POSTAGE SERVICES	200	1	104	96	104	52.01%	52.01%		
				001-4021-524-4400	RENTALS AND LEASES	4,380	-	-	4,380	-	0.00%	0.00%		
				001-4021-524-4600	REPAIR & MAINT.-BLDG & EQUIP	11,950	175	10,946	1,004	10,946	91.60%	91.60%		
				001-4021-524-4650	VEHICLE MAINTENANCE	7,000	1,358	5,984	1,016	5,984	85.48%	85.48%		
				001-4021-524-4700	PRINTING SERVICES	550	-	88	462	88	16.00%	16.00%		
				001-4021-524-5100	OFFICE SUPPLIES	5,000	422	2,072	2,928	2,072	41.44%	41.44%		
				001-4021-524-5200	OPERATING SUPPLIES	3,740	-	1,997	1,743	1,997	53.39%	53.39%		
				001-4021-524-5250	FUEL AND GASOLINE	10,000	357	5,594	4,406	5,594	55.94%	55.94%		

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24			FY24					
					Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Projected Annual %	FY24 YTD %			
		4021 B	001-4021-524-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	4,660	310	2,891	1,769	2,891	62.04%	62.04%			
			001-4021-524-5500	TRAINING	15,325	87	1,255	14,070	1,255	8.19%	8.19%			
			001-4021-524-6400	MACHINERY AND EQUIPMENT	176,757	-	-	176,757	-	0.00%	0.00%			
		4021 BUILDING INSPECTIONS Total				1,491,989	86,654	911,985	580,004	911,985	61.13%	61.13%		
						3,402,425	233,261	2,302,061	1,100,364	2,302,061	67.66%	67.66%		
		4022 E	001-4022-515-0025	ECONOMIC DEVELOPMENT	-	-	-	-	-	0.00%	0.00%			
				001-4022-515-1200	REGULAR SALARIES AND WAGES	87,578	9,852	80,807	6,771	80,807	92.27%	92.27%		
				001-4022-515-2100	FICA TAXES - CITY MATCHING	8,096	715	5,952	2,144	5,952	73.51%	73.51%		
				001-4022-515-2200	CITY RETIREMENT CONTRIBU	14,449	1,438	11,786	2,663	11,786	81.57%	81.57%		
				001-4022-515-2300	LIFE AND HEALTH INSURANCE	10,274	2,455	8,212	2,062	8,212	79.93%	79.93%		
				001-4022-515-3400	OTHER CONTRACTUAL SERVICES	55,412	40,000	55,412	-	55,412	100.00%	100.00%		
				001-4022-515-4000	TRAVEL & PER DIEM	6,000	1,422	3,442	2,559	3,442	57.36%	57.36%		
				001-4022-515-5200	OPERATING SUPPLIES	5,321	-	5,304	18	5,304	99.67%	99.67%		
				001-4022-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	12,778	4,275	12,778	-	12,778	100.00%	100.00%		
				001-4022-515-5500	TRAINING	3,978	1,100	3,978	-	3,978	100.00%	100.00%		
				4022 ECONOMIC DEVELOPMENT Total				203,886	61,257	187,670	16,216	187,670	92.05%	92.05%
					203,886	61,257	187,670	16,216	187,670	92.05%	92.05%			
		5110 I	001-5110-519-0000	INFORMATION TECHNOLOGY	-	-	-	-	-	0.00%	0.00%			
				001-5110-519-1200	REGULAR SALARIES AND WAGES	952,981	69,263	780,879	172,102	780,879	81.94%	81.94%		
				001-5110-519-1210	LONGEVITY PAY	1,699	-	-	1,699	-	0.00%	0.00%		
				001-5110-519-1400	OVERTIME PAY	9,642	298	3,627	6,015	3,627	37.61%	37.61%		
				001-5110-519-1600	OTHER REIMBURSED ALLOWANCES	480	37	471	9	471	98.16%	98.16%		
				001-5110-519-2100	FICA TAXES - CITY MATCHING	70,277	5,060	56,969	13,308	56,969	81.06%	81.06%		
				001-5110-519-2200	CITY RETIREMENT CONTRIBUTION	140,861	10,167	116,527	24,335	116,527	82.72%	82.72%		
				001-5110-519-2300	LIFE AND HEALTH INSURANCE	234,375	25,316	151,592	82,783	151,592	64.68%	64.68%		
				001-5110-519-2400	WORKERS' COMPENSATION	213	50	228	(16)	228	107.31%	107.31%		
				001-5110-519-3400	OTHER CONTRACTUAL SERVICES	476,800	1,152	453,867	22,933	453,867	95.19%	95.19%		
				001-5110-519-4100	COMMUNICATIONS SERVICES	291,480	32,722	249,819	41,661	249,819	85.71%	85.71%		
				001-5110-519-4200	FREIGHT & POSTAGE SERVICES	400	-	25	375	25	6.25%	6.25%		
				001-5110-519-4600	REPAIR & MAINT.-BLDG & EQUIP	1,565,558	93,331	1,551,900	13,659	1,551,900	99.13%	99.13%		
				001-5110-519-4650	VEHICLE MAINTENANCE	1,000	-	-	1,000	-	0.00%	0.00%		
				001-5110-519-5100	OFFICE SUPPLIES	3,000	357	2,923	77	2,923	97.43%	97.43%		
				001-5110-519-5200	OPERATING SUPPLIES	246,460	19,427	174,221	72,238	174,221	70.69%	70.69%		
001-5110-519-5250				FUEL AND GASOLINE	1,000	23	376	624	376	37.59%	37.59%			
001-5110-519-5400				BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	900	-	300	600	300	33.33%	33.33%			

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24		FY24		FY24	
					Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	Projected Annual %	FY24 YTD %
		5110 I	001-5110-519-5500	TRAINING	4,500	-	5,154	(654)	5,154	114.53%	114.53%
			001-5110-519-6300	INFRASTRUCTURE	106,166	-	99,701	6,465	99,701	93.91%	93.91%
			001-5110-519-6400	MACHINERY AND EQUIPMENT	2,322,198	51,814	2,212,948	109,250	2,212,948	95.30%	95.30%
			001-5110-519-6800	INTANGIBLE ASSETS	38,429	3,480	21,919	16,510	21,919	57.04%	57.04%
	5110 INFORMATION TECHNOLOGY Total				6,468,418	312,497	5,883,444	584,974	5,883,444	90.96%	90.96%
					6,468,418	312,497	5,883,444	584,974	5,883,444	90.96%	90.96%
		9011 T	001-9011-000-0000	DEBT SERVICE AND TRANSFERS	-	-	-	-	-	0.00%	0.00%
			001-9011-000-0001	DEBT SERVICE AND TRANSFERS	-	-	-	-	-	0.00%	0.00%
			001-9011-581-0000	DEBT SERVICE AND TRANSFERS	-	-	-	-	-	0.00%	0.00%
			001-9011-581-0029	GENERAL FUND - TRANSFERS	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9110	TRANSFER TO FIRE IMPACT FEE FUND	2,282,580	2,282,580	2,282,580	-	2,282,580	100.00%	100.00%
			001-9011-581-9111	TRANSFER TO STREETS IMPROV. FUND	4,543,953	447,194	4,543,953	-	4,543,953	100.00%	100.00%
			001-9011-581-9112	TRANSFER TO TRANS IMPACT FEES	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9113	TRANSFER TO POLICE IMPACT FEE FUND	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9114	TRANSFER TO RECREATION IMPACT	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9116	TRANSFER TO POLICE DISCRETIONARY FUND	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9120	TRANSFER TO STORMWATER FUND	27,007	27,007	27,007	-	27,007	100.00%	100.00%
			001-9011-581-9141	TRANS TO WATER & SEWER FUND	657,029	657,029	657,029	-	657,029	100.00%	100.00%
			001-9011-581-9142	TRANSFER TO SANITATION FUND	86,875	86,875	86,875	-	86,875	100.00%	100.00%
			001-9011-581-9150	TRANSFER TO GRANT FUND	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9170	TRANSFER TO SPECIAL ASSESSMENT	15,000	15,000	15,000	-	15,000	100.00%	100.00%
			001-9011-581-9610	TRANSFER TO COMM DEV AGENCY FUND	-	-	-	-	-	0.00%	0.00%
			001-9011-590-7183	CNG REVENUE NOTE 2014 - PRINCIPAL	137,000	-	137,000	-	137,000	100.00%	100.00%
			001-9011-590-7189	MOTOROLA - TOWER LEASE	282,349	-	282,349	0	282,349	100.00%	100.00%
			001-9011-590-7193	ZION BANK - 2018	255,000	-	254,000	1,000	254,000	99.61%	99.61%
			001-9011-590-7283	CNG REVENUE NOTE 2014 - INTEREST	1,315	-	1,315	(0)	1,315	100.02%	100.02%
			001-9011-590-7289	MOTOROLA - TOWER LEASE (INTEREST)	21,720	-	21,720	0	21,720	100.00%	100.00%
			001-9011-590-7293	ZION BANK - 2018 INTEREST	13,181	-	14,181	(1,000)	14,181	107.58%	107.58%
	9011 TRANSFERS Total				8,323,009	3,515,685	8,323,008	1	8,323,008	100.00%	100.00%
		9999 I	001-9999-999-4650	NON-INVENTORY PARTS REPAIR	-	1,895	19,250	(19,250)	19,250	0.00%	0.00%
			001-9999-999-4651	NON-INVENTORY TIRE REPAIR & REPLACEMENT	-	-	607	(607)	607	0.00%	0.00%
			001-9999-999-4652	NON-INVENTORY FLUIDS	-	-	66	(66)	66	0.00%	0.00%
9999 Inventory Total				-	1,895	19,923	(19,923)	19,923	0.00%	0.00%	
				8,323,009	3,517,580	8,342,931	(19,922)	8,342,931	100.24%	100.24%	
Expenditure Total				96,354,022	10,939,189	80,402,100	15,951,922	80,464,154	83.51%	83.44%	

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
101	Revenue				7,763,993	652,781	7,255,948	(508,046)	7,255,948	93.46%	93.46%
	Revenue Total				7,763,993	652,781	7,255,948	(508,046)	7,255,948	93.46%	93.46%
	Expenditure	3412	101-3412-000-0000	PS - STREET MAINTENANCE	-	-	-	-	-	0.00%	0.00%
			101-3412-541-0031	SIX CENT GAS TAX	-	-	-	-	-	0.00%	0.00%
			101-3412-541-1200	REGULAR SALARIES AND WAGES	579,415	47,465	520,449	58,966	520,449	89.82%	89.82%
			101-3412-541-1210	LONGEVITY PAY	966	-	-	966	-	0.00%	0.00%
			101-3412-541-1400	OVERTIME PAY	38,316	3,556	41,428	(3,112)	41,428	108.12%	108.12%
			101-3412-541-1600	OTHER REIMBURSED ALLOWANCES	960	37	471	489	471	49.04%	49.04%
			101-3412-541-2100	FICA TAXES - CITY MATCHING	47,404	3,666	40,410	6,994	40,410	85.25%	85.25%
			101-3412-541-2200	CITY RETIREMENT CONTRIBUTION	90,470	7,454	83,175	7,295	83,175	91.94%	91.94%
			101-3412-541-2300	LIFE AND HEALTH INSURANCE	203,169	29,184	153,593	49,576	153,593	75.60%	75.60%
			101-3412-541-2400	WORKER'S COMPENSATION	6,740	1,612	7,337	(597)	7,337	108.86%	108.86%
			101-3412-541-3100	PROFESSIONAL SERVICES	150	-	150	0	150	99.99%	99.99%
			101-3412-541-3400	OTHER CONTRACTUAL SERVICES	592,604	32,516	542,641	49,963	542,641	91.57%	91.57%
			101-3412-541-4000	TRAVEL & PER DIEM	400	52	216	184	216	54.09%	54.09%
			101-3412-541-4200	FREIGHT & POSTAGE SERVICES	200	-	116	84	116	58.21%	58.21%
			101-3412-541-4300	UTILITY SERVICES	91,475	3,037	44,052	47,424	44,052	48.16%	48.16%
			101-3412-541-4310	UTILITY SERVICES - STREET LIGHTS	1,698,413	100,438	1,396,643	301,770	1,396,643	82.23%	82.23%
			101-3412-541-4311	FDOT STREET LIGHTS	63,427	39,629	64,077	(650)	64,077	101.02%	101.02%
			101-3412-541-4400	RENTAL AND LEASES	60,350	15,019	45,865	14,485	45,865	76.00%	76.00%
			101-3412-541-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	474,657	20,784	417,290	57,367	417,290	87.91%	87.91%
			101-3412-541-4607	ROAD RESURFACING	-	-	-	-	-	0.00%	0.00%
			101-3412-541-4609	FDOT SIGNALS & EQUIPMENT	126,449	46,891	120,941	5,508	120,941	95.64%	95.64%
			101-3412-541-4612	STREET STRIPPING	109,636	98,631	103,053	6,583	103,053	94.00%	94.00%
			101-3412-541-4650	VEHICLE MAINTENANCE	92,400	17,924	86,049	6,351	86,049	93.13%	93.13%
			101-3412-541-4700	PRINTING SERVICES	5,000	-	-	5,000	-	0.00%	0.00%
			101-3412-541-4900	OTHER CURRENT CHARGES	14,350	-	4,923	9,427	4,923	34.31%	34.31%
			101-3412-541-4903	TEMPORARY LABOR	15,000	551	10,013	4,987	10,013	66.76%	66.76%
			101-3412-541-5100	OFFICE SUPPLIES	1,500	-	743	757	743	49.53%	49.53%
			101-3412-541-5200	OPERATING SUPPLIES	49,155	5,869	47,134	2,021	47,134	95.89%	95.89%
			101-3412-541-5203	SIDEWALK/CURB REPAIRS	878,150	36,597	757,543	120,607	757,543	86.27%	86.27%
			101-3412-541-5204	STREET/STOP SIGN REPLACEMENT PRG	110,000	24,352	42,177	67,823	42,177	38.34%	38.34%
			101-3412-541-5250	FUEL AND GASOLINE	39,600	2,469	30,148	9,452	30,148	76.13%	76.13%
			101-3412-541-5300	ROAD MATERIALS & SUPPLIES	35,626	3,345	20,501	15,126	20,501	57.54%	57.54%
			101-3412-541-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,350	-	239	1,111	239	17.70%	17.70%
			101-3412-541-5500	TRAINING	4,100	31	3,601	499	3,601	87.82%	87.82%
			101-3412-541-6303	ROADWAY RESURFACING	2,105,062	-	2,009,143	95,919	2,009,143	95.44%	95.44%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
101	Expenditure	3412	101-3412-541-6307	SPEED HUMPS PROGRAM	121,500	-	15,000	106,500	15,000	12.35%	12.35%
			101-3412-541-6400	EQUIPMENT AND MACHINERY	106,000	-	-	106,000	-	0.00%	0.00%
			3412 STREET MAINTENANCE Total		7,763,993	541,107	6,609,122	1,154,871	6,609,122	85.13%	85.13%
		3414	101-3414-000-0000	PS - INMATE PROGRAM	-	-	-	-	-	0.00%	0.00%
			101-3414-541-5250	FUEL AND GASOLINE	-	80	422	(422)	422	0.00%	0.00%
			3414 Not in use Total		-	80	422	(422)	422	0.00%	0.00%
					7,763,993	541,188	6,609,544	1,154,450	6,609,544	85.13%	85.13%
				Expenditure Total	7,763,993	541,188	6,609,544	1,154,450	6,609,544	85.13%	85.13%
102	Revenue				25,855,239	1,967,095	17,696,094	(8,159,145)	17,696,094	68.44%	68.44%
				Revenue Total	25,855,239	1,967,095	17,696,094	(8,159,145)	17,696,094	68.44%	68.44%
	Expenditure	3413	102-3413-541-3100	PROFESSIONAL SERVICES	645,140	28,204	113,321	531,819	113,321	17.57%	17.57%
			102-3413-541-3112	TRAFFIC COUNTS	201,000	-	-	201,000	-	0.00%	0.00%
			102-3413-541-6100	LAND	800,570	-	738,046	62,524	738,046	92.19%	92.19%
			102-3413-541-6300	IMPROVEMENTS OTHER THAN BLDGS.	24,208,529	1,039,814	4,131,552	20,076,978	4,131,552	17.07%	17.07%
			102-3413-581-9101	TRANSFER TO GENERAL FUND	-	-	-	-	-	0.00%	0.00%
			3413 TRANSPORTATION IMPACT FEES Total		25,855,239	1,068,018	4,982,919	20,872,320	4,982,919	19.27%	19.27%
					25,855,239	1,068,018	4,982,919	20,872,320	4,982,919	19.27%	19.27%
				Expenditure Total	25,855,239	1,068,018	4,982,919	20,872,320	4,982,919	19.27%	19.27%
103	Revenue				135,000	13,621	97,070	(37,930)	97,070	71.90%	71.90%
				Revenue Total	135,000	13,621	97,070	(37,930)	97,070	71.90%	71.90%
	Expenditure				-	-	-	-	-	0.00%	0.00%
		2291	103-2291-000-0000	FEDERAL TRUST FUND	-	-	-	-	-	0.00%	0.00%
			103-2291-521-0033	FEDERAL FORFEITURES NEW	-	-	-	-	-	0.00%	0.00%
			103-2291-521-4650	VEHICLE MAINTENANCE	40,000	-	-	40,000	-	0.00%	0.00%
			103-2291-521-5200	FED FORFEIT OP SUPPLIES NEW	45,000	-	37,996	7,004	37,996	84.44%	84.44%
			103-2291-521-6400	FED FORFEIT EQUIP NEW	50,000	-	-	50,000	-	0.00%	0.00%
			2291 LAW ENFORCEMENT TRUST-FEDERAL Total		135,000	-	37,996	97,004	37,996	28.15%	28.15%
					135,000	-	37,996	97,004	37,996	28.15%	28.15%
				Expenditure Total	135,000	-	37,996	97,004	37,996	28.15%	28.15%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
104	Revenue				3,190,289	151,058	2,561,073	(629,216)	2,561,073	80.28%	80.28%
	Revenue Total				3,190,289	151,058	2,561,073	(629,216)	2,561,073	80.28%	80.28%
	Expenditure	3614	104-3614-000-0000	RECREATION	-	-	-	-	-	0.00%	0.00%
			104-3614-572-0034	RECREATION IMPACT FEES	-	-	-	-	-	0.00%	0.00%
			104-3614-572-6300	IMPROVEMENTS OTHER THAN BLDGS.	3,040,289	-	190,161	2,850,128	190,161	6.25%	6.25%
			104-3614-581-9101	TRANSFER TO GENERAL FUND	150,000	149,566	150,000	-	150,000	100.00%	100.00%
			3614 RECREATION - ACTIVITIES AND CIVIC EVENTS Total		3,190,289	149,566	340,161	2,850,128	340,161	10.66%	10.66%
					3,190,289	149,566	340,161	2,850,128	340,161	10.66%	10.66%
	Expenditure Total				3,190,289	149,566	340,161	2,850,128	340,161	10.66%	10.66%
105	Revenue				72,484	-	6,604	(65,880)	6,604	9.11%	9.11%
	Revenue Total				72,484	-	6,604	(65,880)	6,604	9.11%	9.11%
	Expenditure	2290	105-2290-000-0000	STATE TRUST FUND	-	-	-	-	-	0.00%	0.00%
			105-2290-521-0035	STATE FORFEITURES	-	-	-	-	-	0.00%	0.00%
			105-2290-521-5200	OPERATING SUPPLIES	22,484	-	4,500	17,984	4,500	20.01%	20.01%
			105-2290-521-6400	EQUIPMENT AND MACHINERY	50,000	-	-	50,000	-	0.00%	0.00%
			2290 LAW ENFORCEMENT TRUST-STATE Total		72,484	-	4,500	67,984	4,500	6.21%	6.21%
					72,484	-	4,500	67,984	4,500	6.21%	6.21%
	Expenditure Total				72,484	-	4,500	67,984	4,500	6.21%	6.21%
106	Revenue				120,000	4,137	108,291	(11,709)	108,291	90.24%	90.24%
	Revenue Total				120,000	4,137	108,291	(11,709)	108,291	90.24%	90.24%
	Expenditure	2220	106-2220-000-0000	POLICE - FIELD SERVICES	-	-	-	-	-	0.00%	0.00%
			106-2220-521-4800	PROMOTIONAL ACTIVITIES - BIRTHDAYS	1,000	-	-	1,000	-	0.00%	0.00%
			106-2220-521-5200	OPERATING SUPPLIES	37,000	-	4,645	32,355	4,645	12.55%	12.55%
			106-2220-521-5201	OP SUPPLIES - TOWING CID	5,500	-	3,056	2,444	3,056	55.56%	55.56%
			106-2220-521-5202	OP SUPPLIES - TOWING FORENSICS	6,500	-	5,232	1,268	5,232	80.49%	80.49%
			106-2220-521-5203	OP SUPPLIES - DONATIONS	30,000	-	23,633	6,367	23,633	78.78%	78.78%
			106-2220-521-6400	EQUIPMENT AND MACHINERY - K9 Program	40,000	-	-	40,000	-	0.00%	0.00%
			2220 POLICE FIELD SERVICES Total		120,000	-	36,566	83,434	36,566	30.47%	30.47%
					120,000	-	36,566	83,434	36,566	30.47%	30.47%
	Expenditure Total				120,000	-	36,566	83,434	36,566	30.47%	30.47%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
110	Revenue				7,659,845	2,437,500	4,838,173	(2,821,672)	4,838,173	63.16%	63.16%
	Revenue Total				7,659,845	2,437,500	4,838,173	(2,821,672)	4,838,173	63.16%	63.16%
	Expenditure	2110	110-2110-522-0000	FIRE CHIEF FIRE CONTROL	-	-	-	-	-	0.00%	0.00%
			110-2110-522-6200	INFRASTRUCTURE BUILDING	7,654,845	299,847	2,085,843	5,569,002	2,085,843	27.25%	27.25%
			110-2110-581-9101	TRANSFER TO GENERAL FUND	5,000	417	5,000	-	5,000	100.00%	100.00%
			2110 FIRE CHIEF Total		7,659,845	300,264	2,090,843	5,569,002	2,090,843	27.30%	27.30%
					7,659,845	300,264	2,090,843	5,569,002	2,090,843	27.30%	27.30%
	Expenditure Total				7,659,845	300,264	2,090,843	5,569,002	2,090,843	27.30%	27.30%
115	Revenue				3,519,442	162,756	2,139,551	(1,379,891)	2,139,551	60.79%	60.79%
	Revenue Total				3,519,442	162,756	2,139,551	(1,379,891)	2,139,551	60.79%	60.79%
	Expenditure	2210	115-2210-521-0000	POLICE CHIEF LAW ENFORCEMENT	-	-	-	-	-	0.00%	0.00%
			115-2210-521-6200	INFRASTRUCTURE - BUILDING	3,514,442	153	14,813	3,499,629	14,813	0.42%	0.42%
			115-2210-581-9101	TRANSFER TO GENERAL FUND	5,000	417	5,000	-	5,000	100.00%	100.00%
			2210 POLICE CHIEF Total		3,519,442	569	19,813	3,499,629	19,813	0.56%	0.56%
					3,519,442	569	19,813	3,499,629	19,813	0.56%	0.56%
	Expenditure Total				3,519,442	569	19,813	3,499,629	19,813	0.56%	0.56%
120	Revenue				2,498,261	42,134	1,793,164	(705,097)	1,793,164	71.78%	71.78%
	Revenue Total				2,498,261	42,134	1,793,164	(705,097)	1,793,164	71.78%	71.78%
	Expenditure	3151	120-3151-538-0047	STORMWATER SPECIAL REVENUE	-	-	-	-	-	0.00%	0.00%
			120-3151-538-1200	REGULAR SALARIES AND WAGES	211,460	21,438	192,891	18,569	192,891	91.22%	91.22%
			120-3151-538-1210	LONGEVITY PAY	472	-	-	472	-	0.00%	0.00%
			120-3151-538-1400	OVERTIME PAY	10,500	2,119	3,285	7,215	3,285	31.28%	31.28%
			120-3151-538-2100	FICA TAXES - CITY MATCHING	25,049	1,770	14,784	10,264	14,784	59.02%	59.02%
			120-3151-538-2200	CITY RETIREMENT CONTRIBUTION	47,805	3,439	29,000	18,805	29,000	60.66%	60.66%
			120-3151-538-2300	LIFE AND HEALTH INSURANCE	112,311	9,191	37,754	74,557	37,754	33.62%	33.62%
			120-3151-538-2400	WORKER'S COMPENSATION	2,645	607	2,764	(120)	2,764	104.52%	104.52%
			120-3151-538-3100	PROFESSIONAL SERVICES	253,112	47,270	230,943	22,169	230,943	91.24%	91.24%
			120-3151-538-3400	OTHER CONTRACTUAL SERVICES	302,943	1,315	231,553	71,390	231,553	76.43%	76.43%
			120-3151-538-4000	TRAVEL & PER DIEM	200	-	-	200	-	0.00%	0.00%
			120-3151-538-4100	COMMUNICATIONS SERVICES	720	-	-	720	-	0.00%	0.00%
			120-3151-538-4300	UTILITY SERVICES	35,000	2,750	32,479	2,521	32,479	92.80%	92.80%
			120-3151-538-4400	RENTALS AND LEASES	10,000	9,654	10,714	(714)	10,714	107.14%	107.14%
			120-3151-538-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	630,433	397,523	576,688	53,745	576,688	91.47%	91.47%

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	Expenditure	3151	120-3151-538-4650	VEHICLE MAINTENANCE	72,681	4,599	47,777	24,904	47,777	65.73%	65.73%
			120-3151-538-4900	OTHER CURRENT CHARGES	5,536	-	1,421	4,115	1,421	25.67%	25.67%
			120-3151-538-5100	OFFICE SUPPLIES	1,200	-	135	1,065	135	11.24%	11.24%
			120-3151-538-5200	OPERATING SUPPLIES	79,327	8,163	58,888	20,439	58,888	74.23%	74.23%
			120-3151-538-5250	FUEL AND GASOLINE	13,003	1,743	12,593	410	12,593	96.85%	96.85%
			120-3151-538-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	6,950	-	2,651	4,299	2,651	38.14%	38.14%
			120-3151-538-5500	TRAINING	4,613	383	4,617	(4)	4,617	100.09%	100.09%
			120-3151-538-6300	IMPROVEMENTS OTHER THAN BLDGS.	553,105	1,250	508,082	45,023	508,082	91.86%	91.86%
			120-3151-538-6400	EQUIPMENT AND MACHINERY	57,392	4,691	4,691	52,701	4,691	8.17%	8.17%
			120-3151-581-9101	TRANSFER TO GENERAL FUND	61,805	5,150	61,805	-	61,805	100.00%	100.00%
			3151 STORMWATER Total		2,498,261	523,057	2,065,515	432,746	2,065,515	82.68%	82.68%
					2,498,261	523,057	2,065,515	432,746	2,065,515	82.68%	82.68%
			Expenditure Total		2,498,261	523,057	2,065,515	432,746	2,065,515	82.68%	82.68%
130	Revenue				-	5,000	28,875	28,875	28,875	0.00%	0.00%
			Revenue Total		-	5,000	28,875	28,875	28,875	0.00%	0.00%
150	Revenue				4,372,733	9,067	172,908	(4,199,825)	172,908	3.95%	3.95%
			Revenue Total		4,372,733	9,067	172,908	(4,199,825)	172,908	3.95%	3.95%
	Expenditure	1022	150-1022-000-0000	FACILITIES MAINTENANCE	-	-	-	-	-	0.00%	0.00%
			150-1022-519-6300	CORONA SLRF:CITYWIDE LED LIGHTING CONVER	431,751	-	-	431,751	-	0.00%	0.00%
			150-1022-519-6301	CORONA SLRF:FRAN CARLTON RESTORATION	32,031	-	-	32,031	-	0.00%	0.00%
			150-1022-519-6302	CORONA SLRF:CITY HALL GROUNDING AND LIGH	243,948	-	7,720	236,228	7,720	3.16%	3.16%
			1022 FACILITIES MAINTENANCE Total		707,730	-	7,720	700,010	7,720	1.09%	1.09%
					707,730	-	7,720	700,010	7,720	1.09%	1.09%
	Expenditure	1120	150-1120-513-3400	CONTRACTUAL SERVICES	753,962	-	16,451	737,511	16,451	2.18%	2.18%
			150-1120-513-5292	EXPENSES - HURRICANE IAN	-	-	-	-	-	0.00%	0.00%
			150-1120-513-5293	DEBRIS EXPENSES - HURRICANE IAN	-	-	-	-	-	0.00%	0.00%
			1120 FINANCE Total		753,962	-	16,451	737,511	16,451	2.18%	2.18%
					753,962	-	16,451	737,511	16,451	2.18%	2.18%
	Expenditure	2120	150-2120-522-6400	EQUIPMENT AND MACHINERY	-	-	-	-	-	0.00%	0.00%
			2120 FIRE SUPPRESSION Total		-	-	-	-	-	0.00%	0.00%
					-	-	-	-	-	0.00%	0.00%

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		3512	150-3512-572-6300	CORONAVIRUS STATE-LOC RECOV CEMETERY PAV	142,165	-	52,300	89,865	52,300	36.79%	36.79%
		3512 CEMETERY Total			142,165	-	52,300	89,865	52,300	36.79%	36.79%
		3514	150-3514-000-0000	RECREATION ATHLETIC COMPLEXES	-	-	-	-	-	0.00%	0.00%
			150-3514-572-6200	RECREATION ATHL PARKS AND RECRE	3,270	-	-	3,270	-	0.00%	0.00%
		3514 RECREATION ATHLETIC COMPLEXES Total			3,270	-	-	3,270	-	0.00%	0.00%
		3613	150-3613-000-0000	RECREATION - PROGRAMS	-	-	-	-	-	0.00%	0.00%
			150-3613-572-6305	LAND AND WATER CONSERVATION GRANT	183,881	-	94,300	89,581	94,300	51.28%	51.28%
		3613 RECREATION PROGRAMS & CIVIC EVENTS Total			183,881	-	94,300	89,581	94,300	51.28%	51.28%
		3614	150-3614-572-3400	OTHER CONTRACTUAL SERVICES	252	-	-	252	-	0.00%	0.00%
			150-3614-572-6300	CORONAVIRUS STATE - LOCAL RECOVERY FUNDS	951,384	108,420	457,804	493,580	457,804	48.12%	48.12%
		3614 RECREATION - ACTIVITIES AND CIVIC EVENTS Total			951,636	108,420	457,804	493,832	457,804	48.11%	48.11%
					1,280,952	108,420	604,404	676,548	604,404	47.18%	47.18%
		4022	150-4022-581-9101	TRANSFER TO GENERAL FUND	-	-	-	-	-	0.00%	0.00%
		4022 ECONOMIC DEVELOPMENT Total			-	-	-	-	-	0.00%	0.00%
					-	-	-	-	-	0.00%	0.00%
		3210	150-3210-581-9402	TRANSFER TO SANITATION	-	-	-	-	-	0.00%	0.00%
		3210 SANITATION Total			-	-	-	-	-	0.00%	0.00%
					-	-	-	-	-	0.00%	0.00%
		3151	150-3151-000-0000	STORMWATER - CONTROL ACCOUNT	-	-	-	-	-	0.00%	0.00%
			150-3151-538-3100	PROFESSIONAL SERVICES	100,000	-	17,532	82,468	17,532	17.53%	17.53%
			150-3151-538-6301	CORONA SLRF: 8TH ST. STORMWATER P & P	200,000	-	186,525	13,475	186,525	93.26%	93.26%
			150-3151-572-6300	CORONAVIRUS STATE-LOC RECOV SHYEELER OAK	74,525	-	-	74,525	-	0.00%	0.00%
		3151 STORMWATER Total			374,525	-	204,057	170,468	204,057	54.48%	54.48%
					374,525	-	204,057	170,468	204,057	54.48%	54.48%
		3412	150-3412-000-0000	STREET RESURFACING FOR YOTHERS ROAD	-	-	-	-	-	0.00%	0.00%
			150-3412-541-6306	CDBG-SIDEWALKS PHASE I & CURB NEW CONSTR	857,041	160,426	230,088	626,953	230,088	26.85%	26.85%
			150-3412-581-9111	TRANSFER TO STREETS IMPROVEMENT FUND	399,500	33,292	399,500	-	399,500	100.00%	100.00%
		3412 STREET MAINTENANCE Total			1,256,541	193,718	629,588	626,953	629,588	50.10%	50.10%
					1,256,541	193,718	629,588	626,953	629,588	50.10%	50.10%

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150	Expenditure	3410	150-3410-000-0000	DESIGN ENGINEERING	-	-	-	-	-	0.00%	0.00%
			150-3410-554-3400	LAND DEVELOPMENT GRANT (CDBG)	8,744	-	-	8,744	-	0.00%	0.00%
		3410 DESIGN ENGINEERING Total			8,744	-	-	8,744	-	0.00%	0.00%
					8,744	-	-	8,744	-	0.00%	0.00%
		Expenditure Total			4,382,454	302,138	1,462,220	2,920,234	1,462,220	33.37%	33.37%
171	Revenue				37,050	711	22,345	(14,705)	22,345	60.31%	60.31%
		Revenue Total			37,050	711	22,345	(14,705)	22,345	60.31%	60.31%
	Expenditure	6170	171-6170-000-0000	MAINLINE VILLAGE SPECIAL ASSESSMENT	-	-	-	-	-	0.00%	0.00%
			171-6170-581-9101	TRANSFER TO GENERAL FUND	-	(14,300)	-	-	-	0.00%	0.00%
		6170 SPECIAL ASSESSMENT - CIMARRON HILLS Total			-	(14,300)	-	-	-	0.00%	0.00%
					-	(14,300)	-	-	-	0.00%	0.00%
	Expenditure	6171	171-6171-539-4600	REPAIRS & MAINTENANCE SVCS	21,450	193	193	21,257	193	0.90%	0.90%
			171-6171-581-9101	TRANSFER TO GEN FUND MAINLINE VILLAGE	15,600	15,600	15,600	-	15,600	100.00%	100.00%
		6171 SPECIAL ASSESSMENT - MAINLINE VILLAGE Total			37,050	15,793	15,793	21,257	15,793	42.63%	42.63%
					37,050	15,793	15,793	21,257	15,793	42.63%	42.63%
		Expenditure Total			37,050	1,493	15,793	21,257	15,793	42.63%	42.63%
172	Revenue				25,225	689	33,725	8,500	33,725	133.70%	133.70%
		Revenue Total			25,225	689	33,725	8,500	33,725	133.70%	133.70%
	Expenditure	6170	172-6170-000-0000	MAIN AVE VILLAS SPECIAL ASSESSMENT	-	-	-	-	-	0.00%	0.00%
			172-6170-581-9101	TRANSFER TO GENERAL FUND	-	(11,023)	-	-	-	0.00%	0.00%
		6170 SPECIAL ASSESSMENT - CIMARRON HILLS Total			-	(11,023)	-	-	-	0.00%	0.00%
					-	(11,023)	-	-	-	0.00%	0.00%
	Expenditure	6172	172-6172-539-4600	REPAIRS & MAINTENANCE SVCS	13,200	471	471	12,729	471	3.57%	3.57%
			172-6172-581-9101	TRANSFER TO GEN FUND MAIN AVE	12,025	12,025	12,025	-	12,025	100.00%	100.00%
		6172 SPECIAL ASSESSMENT - MAINE AVE VILLAS Total			25,225	12,496	12,496	12,729	12,496	49.54%	49.54%
					25,225	12,496	12,496	12,729	12,496	49.54%	49.54%
		Expenditure Total			25,225	1,473	12,496	12,729	12,496	49.54%	49.54%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
173	Revenue				77,950	527	12,881	(65,069)	12,881	16.52%	16.52%
	Revenue Total				77,950	527	12,881	(65,069)	12,881	16.52%	16.52%
	Expenditure	6170	173-6170-000-0000	CIMARRON HILLS SPECIAL ASSESSMENT	-	-	-	-	-	0.00%	0.00%
			173-6170-539-4600	REPAIRS & MAINTENANCE SVCS	77,500	835	26,705	50,795	26,705	34.46%	34.46%
			173-6170-581-9101	TRANSFER TO GENERAL FUND CIMARRON	450	38	450	-	450	100.00%	100.00%
			6170 SPECIAL ASSESSMENT - CIMARRON HILLS Total		77,950	873	27,155	50,795	27,155	34.84%	34.84%
					77,950	873	27,155	50,795	27,155	34.84%	34.84%
	Expenditure Total				77,950	873	27,155	50,795	27,155	34.84%	34.84%
174	Revenue				8,373	-	15,413	7,040	15,423	184.20%	184.08%
	Revenue Total				8,373	-	15,413	7,040	15,423	184.20%	184.08%
	Expenditure	6174	174-6174-000-0000	MARTIN PL POND P2 SPECIAL ASSESSMENTS	-	-	-	-	-	0.00%	0.00%
			174-6174-581-9120	TRANSFER TO STORMWATER	8,373	1,132	8,373	-	8,373	100.00%	100.00%
			6174 SPECIAL ASSESSMENT - MARTIN PL POND P2 Total		8,373	1,132	8,373	-	8,373	100.00%	100.00%
					8,373	1,132	8,373	-	8,373	100.00%	100.00%
	Expenditure Total				8,373	1,132	8,373	-	8,373	100.00%	100.00%
175	Revenue				15,050	-	-	(15,050)	15,050	100.00%	0.00%
	Revenue Total				15,050	-	-	(15,050)	15,050	100.00%	0.00%
	Expenditure	6175	175-6175-539-3400	CONTRACTUAL SERVICES	4,930	-	-	4,930	-	0.00%	0.00%
			175-6175-539-4600	REPAIRS & MAINTENANCE SVCS	9,370	-	2,036	7,334	2,036	21.73%	21.73%
			175-6175-581-9101	TRANSFER TO GENERAL FUND LOVELL TERRACE	750	63	750	-	750	100.00%	100.00%
			6175 SPECIAL ASSESSMENT - LOVELL TERRACE Total		15,050	63	2,786	12,264	2,786	18.51%	18.51%
					15,050	63	2,786	12,264	2,786	18.51%	18.51%
	Expenditure Total				15,050	63	2,786	12,264	2,786	18.51%	18.51%
176	Revenue				8,320	-	-	(8,320)	-	0.00%	0.00%
	Revenue Total				8,320	-	-	(8,320)	-	0.00%	0.00%
	Expenditure	6176	176-6176-539-3400	CONTRACTUAL SERVICES	4,400	-	-	4,400	-	0.00%	0.00%
			176-6176-539-4600	REPAIRS & MAINTENANCE SVCS	3,920	-	-	3,920	-	0.00%	0.00%
			6176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS Total		8,320	-	-	8,320	-	0.00%	0.00%
					8,320	-	-	8,320	-	0.00%	0.00%
	Expenditure Total				8,320	-	-	8,320	-	0.00%	0.00%

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177	Revenue				24,205	15,185	17,727	(6,478)	17,727	73.24%	73.24%
	Revenue Total				24,205	15,185	17,727	(6,478)	17,727	73.24%	73.24%
	Expenditure	6177	177-6177-000-0000	MARTIN PLACE P1 SPECIAL ASSESSMENT	-	-	-	-	-	0.00%	0.00%
			177-6177-539-4600	REPAIRS & MAINTENANCE SVCS	24,205	-	13,650	10,555	13,650	56.39%	56.39%
			6177 SPECIAL ASSESSMENT - MARTIN PLACE P1 Total		24,205	-	13,650	10,555	13,650	56.39%	56.39%
					24,205	-	13,650	10,555	13,650	56.39%	56.39%
	Expenditure Total				24,205	-	13,650	10,555	13,650	56.39%	56.39%
190	Revenue				279,025	20,743	628,937	349,912	628,937	225.41%	225.41%
	Revenue Total				279,025	20,743	628,937	349,912	628,937	225.41%	225.41%
	Expenditure	6190	190-6190-000-0000	AVIAN POINTE SPECIAL ASSESSMENTS	-	-	-	-	-	0.00%	0.00%
			190-6190-541-4310	STREET LIGHTS AVIAN POINTE	97,483	9,268	78,019	19,464	78,019	80.03%	80.03%
			190-6190-581-9101	TRANSFER TO GEN FUND AVIAN POINTE	1,485	124	1,485	-	1,485	100.00%	100.00%
			6190 STREET LIGHTS AVIAN POINTE Total		98,968	9,391	79,504	19,464	79,504	80.33%	80.33%
		6191	190-6191-000-0000	EAST KELLY PARK SPECIAL ASSESSMENTS	-	-	-	-	-	0.00%	0.00%
			190-6191-541-4310	STREET LIGHTS EAST KELLY PARK	28,147	2,045	22,602	5,545	22,602	80.30%	80.30%
			190-6191-581-9101	TRANSFER TO GEN FUND EAST KELLY PARK	429	36	429	-	429	100.00%	100.00%
			6191 STREET LIGHTS BRIDLE PATH Total		28,576	2,081	23,031	5,545	23,031	80.60%	80.60%
		6192	190-6192-000-0000	OAKS AT KELLY PARK SPECIAL ASSESSMENTS	-	-	-	-	-	0.00%	0.00%
			190-6192-541-4310	STREET LIGHTS OAKS AT KELLY PARK	15,762	1,285	14,559	1,203	14,559	92.37%	92.37%
			190-6192-581-9101	TRANSFER TO GEN FUND OAKS AT KELLY PARK	240	20	240	-	240	100.00%	100.00%
			6192 STREET LIGHTS OAKS AT KELLY PARK Total		16,002	1,305	14,799	1,203	14,799	92.48%	92.48%
		6193	190-6193-000-0000	OAK POINTE SPECIAL ASSESSMENTS	-	-	-	-	-	0.00%	0.00%
			190-6193-541-4310	STREET LIGHTS OAK POINTE	32,642	7,771	7,771	24,871	7,771	23.81%	23.81%
			190-6193-581-9101	TRANSFER TO GEN FUND OAK POINTE	-	-	-	-	-	0.00%	0.00%
			6193 STREET LIGHTS OAK POINTE Total		32,642	7,771	7,771	24,871	7,771	23.81%	23.81%
		6194	190-6194-000-0000	EMERSON PARK SPECIAL ASSESSMENTS	-	-	-	-	-	0.00%	0.00%
			190-6194-541-4310	STREET LIGHTS EMERSON PARK	71	-	-	71	-	0.00%	0.00%
			6194 STREET LIGHTS EMERSON PARK Total		71	-	-	71	-	0.00%	0.00%
		6195	190-6195-541-4310	STREET LIGHTS WINDING MEADOWS	29,780	-	678	29,102	678	2.28%	2.28%
			190-6195-581-9101	TRANSFER TO GEN FUND WINDING MEADOWS	453	38	453	-	453	100.00%	100.00%
			6195 STREET LIGHTS WINDING MEADOWS Total		30,233	38	1,131	29,102	1,131	3.74%	3.74%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current -		FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected	
						FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd			Annual %	FY24 YTD %
		6196	190-6196-541-4310	STREET LIGHTS MEADOW LARK	25,836	-	-	25,836	-	0.00%	0.00%
			190-6196-581-9101	TRANSFER TO GEN FUND PONKAN RESERVE	612	(612)	612	-	612	100.00%	100.00%
		6196 STREET LIGHTS MEADOWLARK STREET Total			26,448	(612)	612	25,836	612	2.31%	2.31%
		6197	190-6197-541-4310	STREET LIGHTS IVY TRAILS	11,530	-	-	11,530	-	0.00%	0.00%
			190-6197-581-9101	TRANSFER TO GEN FUND HAMMOCK AT ROCK SPR	275	(275)	275	-	275	100.00%	100.00%
		6197 STREET LIGHTS IVY TRAILS Total			11,805	(275)	275	11,530	275	2.33%	2.33%
		6198	190-6198-541-4310	STREET LIGHTS NOTTINGHAM	5,681	479	4,141	1,540	4,141	72.89%	72.89%
			190-6198-581-9101	TRANSFER TO GEN FUND NOTTINGHAM	271	(271)	271	-	271	100.00%	100.00%
		6198 STREET LIGHTS NOTTINGHAM PARK Total			5,952	208	4,412	1,540	4,412	74.12%	74.12%
		6205	190-6205-541-4310	STREET LIGHTS WEST KELLY PARK STREET	27,938	11,704	23,287	4,651	23,287	83.35%	83.35%
			190-6205-581-9101	TRANSFER TO GEN FUND WEST KELLY PARK	390	33	390	-	390	100.00%	100.00%
		6205 STREET LIGHTS WEST KELLY PARK Total			28,328	11,736	23,677	4,651	23,677	83.58%	83.58%
					279,025	31,643	155,212	123,813	155,212	55.63%	55.63%
		Expenditure Total			279,025	31,643	155,212	123,813	155,212	55.63%	55.63%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
401	Revenue				46,195,699	3,166,145	30,123,865	(16,071,834)	30,123,865	65.21%	65.21%
	Revenue Total				46,195,699	3,166,145	30,123,865	(16,071,834)	30,123,865	65.21%	65.21%
	Expenditure	3010	401-3010-000-0000	PS - UTILITY ADMINISTRATION	-	-	-	-	-	0.00%	0.00%
			401-3010-539-0042	UTILITY ADMINISTRATION	-	-	-	-	-	0.00%	0.00%
			401-3010-539-1200	REGULAR SALARIES AND WAGES	459,214	36,458	416,237	42,978	416,237	90.64%	90.64%
			401-3010-539-1210	LONGEVITY PAY	15,895	-	-	15,895	-	0.00%	0.00%
			401-3010-539-1400	OVERTIME PAY	3,400	247	2,345	1,055	2,345	68.97%	68.97%
			401-3010-539-1600	OTHER REIMBURSED ALLOWANCES	-	37	471	(471)	471	0.00%	0.00%
			401-3010-539-2100	FICA TAXES - CITY MATCHING	36,144	2,699	30,961	5,183	30,961	85.66%	85.66%
			401-3010-539-2200	CITY RETIREMENT CONTRIBUTION	77,162	5,364	62,199	14,964	62,199	80.61%	80.61%
			401-3010-539-2300	LIFE AND HEALTH INSURANCE	141,764	9,304	73,537	68,227	73,537	51.87%	51.87%
			401-3010-539-2400	WORKER'S COMPENSATION	356	102	465	(109)	465	130.65%	130.65%
			401-3010-539-2500	UNEMPLOYMENT COMPENSATION	15,000	-	-	15,000	-	0.00%	0.00%
			401-3010-539-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	(1)	-	-	(1)	-	0.00%	0.00%
			401-3010-539-2610	PENSION ADJUSTMENT	-	-	-	-	-	0.00%	0.00%
			401-3010-539-3100	PROFESSIONAL SERVICES	16,677	-	-	16,677	-	0.00%	0.00%
			401-3010-539-3400	OTHER CONTRACTUAL SERVICES	44,288	-	-	44,288	-	0.00%	0.00%
			401-3010-539-4000	TRAVEL & PER DIEM	3,000	59	1,597	1,403	1,597	53.25%	53.25%
			401-3010-539-4200	FREIGHT & POSTAGE SERVICES	1,500	10	1,278	222	1,278	85.18%	85.18%
			401-3010-539-4300	UTILITY SERVICES	16,584	1,363	13,150	3,434	13,150	79.29%	79.29%
			401-3010-539-4400	RENTAL AND LEASES	2,155	-	338	1,817	338	15.69%	15.69%
			401-3010-539-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	39,120	10,202	30,924	8,196	30,924	79.05%	79.05%
			401-3010-539-4650	VEHICLE MAINTENANCE	1,950	-	900	1,050	900	46.15%	46.15%
			401-3010-539-4700	PRINTING SERVICES	1,500	138	1,016	484	1,016	67.73%	67.73%
			401-3010-539-4900	OTHER CURRENT CHARGES	-	-	16,248	(16,248)	16,248	0.00%	0.00%
			401-3010-539-5100	OFFICE SUPPLIES	12,500	65	7,969	4,531	7,969	63.75%	63.75%
			401-3010-539-5200	OPERATING SUPPLIES	14,750	1,722	10,400	4,350	10,400	70.51%	70.51%
			401-3010-539-5201	VENDING SUPPLIES	1,200	-	-	1,200	-	0.00%	0.00%
			401-3010-539-5250	FUEL AND GASOLINE	1,150	63	521	629	521	45.32%	45.32%
			401-3010-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,440	24	1,019	421	1,019	70.75%	70.75%
			401-3010-539-5500	TRAINING	6,000	119	3,716	2,284	3,716	61.93%	61.93%
			401-3010-539-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			401-3010-539-6400	EQUIPMENT AND MACHINERY	17,500	-	-	17,500	-	0.00%	0.00%
			401-3010-581-9101	TRANSFER TO GENERAL FUND	6,922,237	576,853	6,922,237	-	6,922,237	100.00%	100.00%
			3010 UTILITY ADMINISTRATION Total		7,852,486	644,828	7,597,527	254,959	7,597,527	96.75%	96.75%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	FY24 YTD %
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %	
		3111	401-3111-000-0000	PS - WATER TREATMENT PLANT	-	-	-	-	-	0.00%	0.00%
			401-3111-517-7101	01 BOND DEBT SVC - PRINCIPAL	25,080	-	25,080	-	25,080	100.00%	100.00%
			401-3111-517-7201	01 BOND DEBT SVC - INTEREST	9,625	-	9,624	1	9,624	99.99%	99.99%
			401-3111-517-7301	01 BOND DEBT SVC - OTHER COSTS	-	-	-	-	-	0.00%	0.00%
			401-3111-533-0043	WATER PLANT	-	-	-	-	-	0.00%	0.00%
			401-3111-533-1200	REGULAR SALARIES AND WAGES	428,148	32,854	406,149	21,999	406,149	94.86%	94.86%
			401-3111-533-1210	LONGEVITY PAY	1,184	-	-	1,184	-	0.00%	0.00%
			401-3111-533-1400	OVERTIME PAY	7,500	149	4,605	2,895	4,605	61.40%	61.40%
			401-3111-533-2100	FICA TAXES - CITY MATCHING	33,418	2,384	29,815	3,603	29,815	89.22%	89.22%
			401-3111-533-2200	CITY RETIREMENT CONTRIBUTION	63,777	4,716	60,863	2,914	60,863	95.43%	95.43%
			401-3111-533-2300	LIFE AND HEALTH INSURANCE	98,040	15,293	90,931	7,109	90,931	92.75%	92.75%
			401-3111-533-2400	WORKER'S COMPENSATION	1,619	465	2,115	(496)	2,115	130.65%	130.65%
			401-3111-533-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	-	-	-	-	0.00%	0.00%
			401-3111-533-3100	PROFESSIONAL SERVICES	5,750	-	3,875	1,875	3,875	67.39%	67.39%
			401-3111-533-3400	OTHER CONTRACTUAL SERVICES	50,000	4,461	26,446	23,554	26,446	52.89%	52.89%
			401-3111-533-4000	TRAVEL & PER DIEM	1,200	4	933	267	933	77.76%	77.76%
			401-3111-533-4200	FREIGHT & POSTAGE SERVICES	300	-	-	300	-	0.00%	0.00%
			401-3111-533-4300	UTILITY SERVICES	715,840	43,774	678,861	36,979	678,861	94.83%	94.83%
			401-3111-533-4400	RENTAL AND LEASES	2,000	-	-	2,000	-	0.00%	0.00%
			401-3111-533-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	47,600	640	18,034	29,566	18,034	37.89%	37.89%
			401-3111-533-4650	VEHICLE MAINTENANCE	10,000	2,896	15,143	(5,143)	15,143	151.43%	151.43%
			401-3111-533-4700	PRINTING SERVICES	1,000	-	415	585	415	41.50%	41.50%
			401-3111-533-4900	OTHER CURRENT CHARGES	7,750	-	6,000	1,750	6,000	77.42%	77.42%
			401-3111-533-4960	BAD DEBT EXPENSE	12,000	-	-	12,000	-	0.00%	0.00%
			401-3111-533-5200	OPERATING SUPPLIES	299,277	36,562	284,731	14,546	284,731	95.14%	95.14%
			401-3111-533-5220	WATER CONSERVATION PROGRAM	10,750	-	1,932	8,818	1,932	17.97%	17.97%
			401-3111-533-5250	FUEL AND GASOLINE	41,514	1,718	19,917	21,597	19,917	47.98%	47.98%
			401-3111-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	75	-	-	75	-	0.00%	0.00%
			401-3111-533-5500	TRAINING	2,400	714	714	1,686	714	29.75%	29.75%
			401-3111-533-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			401-3111-533-6300	IMPROVEMENTS OTHER THAN BLDGS.	6,489,807	-	55,789	6,434,018	2,656,757	40.94%	0.86%
			401-3111-533-6400	EQUIPMENT AND MACHINERY	151,431	17,900	50,437	100,994	50,437	33.31%	33.31%
			3111 UTILITY SERVICES-WATER PLANT Total		8,517,085	164,529	1,792,408	6,724,676	4,393,377	51.58%	21.04%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
		3121 \	401-3121-000-0000	PS - WASTEWATER TREATMENT PLANT	-	-	-	-	-	0.00%	0.00%
			401-3121-517-7101	01 BOND DEBT SVC - PRINCIPAL	67,735	-	67,735	-	67,735	100.00%	100.00%
			401-3121-517-7201	01 BOND DEBT SVC - INTEREST	25,993	-	25,992	0	25,992	100.00%	100.00%
			401-3121-517-7251	SRF LOAN WW480211 - INTEREST	-	-	-	-	-	0.00%	0.00%
			401-3121-535-0044	WASTEWATER TREATMENT PLANT	-	-	-	-	-	0.00%	0.00%
			401-3121-535-1200	REGULAR SALARIES AND WAGES	740,630	49,599	649,107	91,523	649,107	87.64%	87.64%
			401-3121-535-1210	LONGEVITY PAY	1,439	-	-	1,439	-	0.00%	0.00%
			401-3121-535-1400	OVERTIME PAY	22,000	1,923	18,033	3,967	18,033	81.97%	81.97%
			401-3121-535-1600	OTHER REIMBURSED ALLOWNCES	960	37	471	489	471	49.04%	49.04%
			401-3121-535-2100	FICA TAXES - CITY MATCHING	65,868	3,728	48,122	17,746	48,122	73.06%	73.06%
			401-3121-535-2200	CITY RETIREMENT CONTRIBUTION	126,641	7,528	98,124	28,517	98,124	77.48%	77.48%
			401-3121-535-2300	LIFE AND HEALTH INSURANCE	254,286	21,328	148,094	106,192	148,094	58.24%	58.24%
			401-3121-535-2400	WORKER'S COMPENSATION	3,813	1,094	4,982	(1,169)	4,982	130.65%	130.65%
			401-3121-535-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	-	-	-	-	0.00%	0.00%
			401-3121-535-3100	PROFESSIONAL SERVICES	400,375	1,491	185,161	215,214	185,161	46.25%	46.25%
			401-3121-535-3400	OTHER CONTRACTUAL SERVICES	714,155	72,502	336,062	378,093	336,062	47.06%	47.06%
			401-3121-535-3401	DISTRIBUTED WASTEWATER	22,963	-	13,374	9,589	13,374	58.24%	58.24%
			401-3121-535-4000	TRAVEL & PER DIEM	4,900	8	549	4,351	549	11.20%	11.20%
			401-3121-535-4200	FREIGHT & POSTAGE SERVICES	150	-	5	145	5	3.65%	3.65%
			401-3121-535-4300	UTILITY SERVICES	1,822,520	214,493	1,365,946	456,574	1,365,946	74.95%	74.95%
			401-3121-535-4400	RENTAL AND LEASES	1,500	-	-	1,500	-	0.00%	0.00%
			401-3121-535-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	1,022,900	102,500	382,940	639,960	382,940	37.44%	37.44%
			401-3121-535-4650	VEHICLE MAINTENANCE	8,000	1,461	6,825	1,175	6,825	85.31%	85.31%
			401-3121-535-4700	PRINTING SERVICES	1,000	-	400	600	400	40.00%	40.00%
			401-3121-535-4900	OTHER CURRENT CHARGES	334,275	29,864	314,116	20,160	314,116	93.97%	93.97%
			401-3121-535-4960	BAD DEBT EXPENSE	6,000	-	-	6,000	-	0.00%	0.00%
			401-3121-535-5200	OPERATING SUPPLIES	422,242	29,804	342,265	79,977	342,265	81.06%	81.06%
			401-3121-535-5250	FUEL AND GASOLINE	44,925	417	28,880	16,045	28,880	64.29%	64.29%
			401-3121-535-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,047	-	751	296	751	71.76%	71.76%
			401-3121-535-5500	TRAINING	2,870	720	1,315	1,555	1,315	45.82%	45.82%
			401-3121-535-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			401-3121-535-6100	LAND	-	-	-	-	-	0.00%	0.00%
			401-3121-535-6300	IMPROVEMENTS OTHER THAN BLDGS.	2,250,690	37,928	281,040	1,969,651	970,223	43.11%	12.49%
			401-3121-535-6400	EQUIPMENT AND MACHINERY	148,687	29,782	72,701	75,985	102,449	68.90%	48.90%
			401-3121-535-6800	INTANGIBLE ASSETS	3,000	-	-	3,000	-	0.00%	0.00%
			3121 WASTEWATER PLANT Total		8,521,563	606,206	4,392,991	4,128,572	5,111,922	59.99%	51.55%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
		3131	401-3131-000-0000	PS - UTILITY CONSTRUCTION	-	-	-	-	-	0.00%	0.00%
			401-3131-536-0045	UTILITY CONSTRUCTION	-	-	-	-	-	0.00%	0.00%
			401-3131-536-5250	FUEL AND GASOLINE	2,023	-	2,053	(31)	2,053	101.53%	101.53%
			3131 UTILITY CONSTRUCTION Total		2,023	-	2,053	(31)	2,053	101.53%	101.53%
		3141	401-3141-000-0000	PS - WATER MAINTENANCE	-	-	-	-	-	0.00%	0.00%
			401-3141-533-0046	UTILITY MAINTENANCE	-	-	-	-	-	0.00%	0.00%
			401-3141-533-1200	REGULAR SALARIES AND WAGES	1,074,508	65,037	784,895	289,613	784,895	73.05%	73.05%
			401-3141-533-1210	LONGEVITY PAY	3,581	-	-	3,581	-	0.00%	0.00%
			401-3141-533-1400	OVERTIME PAY	70,140	19,097	196,012	(125,872)	196,012	279.46%	279.46%
			401-3141-533-1600	OTHER REIMBURSED ALLOWNACES	960	74	941	18	941	98.08%	98.08%
			401-3141-533-2100	FICA TAXES - CITY MATCHING	87,913	6,158	70,349	17,564	70,349	80.02%	80.02%
			401-3141-533-2200	CITY RETIREMENT CONTRIBUTION	167,782	10,492	134,206	33,575	134,206	79.99%	79.99%
			401-3141-533-2300	LIFE AND HEALTH INSURANCE	357,516	36,827	275,971	81,545	275,971	77.19%	77.19%
			401-3141-533-2400	WORKER'S COMPENSATION	4,163	1,195	5,440	(1,276)	5,440	130.65%	130.65%
			401-3141-533-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	-	-	-	-	0.00%	0.00%
			401-3141-533-4000	TRAVEL & PER DIEM	1,400	16	93	1,307	93	6.63%	6.63%
			401-3141-533-4300	UTILITY SERVICES	19,000	1,301	10,596	8,404	10,596	55.77%	55.77%
			401-3141-533-4400	RENTAL AND LEASES	14,636	1,405	14,287	349	14,287	97.62%	97.62%
			401-3141-533-4600	REPAIR & MAINT.-BLDG. & EQUIPMENT	330,000	35,525	309,694	20,306	309,694	93.85%	93.85%
			401-3141-533-4650	VEHICLE MAINTENANCE	88,750	9,242	88,985	(235)	88,985	100.26%	100.26%
			401-3141-533-4700	PRINTING SERVICES	6,500	-	1,626	4,874	1,626	25.02%	25.02%
			401-3141-533-4900	OTHER CURRENT CHARGES	10,060	1,533	5,820	4,240	5,820	57.85%	57.85%
			401-3141-533-5100	OFFICE SUPPLIES	800	-	659	141	659	82.42%	82.42%
			401-3141-533-5200	OPERATING SUPPLIES	136,850	8,133	127,822	9,028	127,822	93.40%	93.40%
			401-3141-533-5201	SENSUS METERING SYSTEM	950,000	122,146	1,129,039	(179,039)	1,129,039	118.85%	118.85%
			401-3141-533-5236	BACKFLOW OPERATIONAL SUPPLIES	328,000	697	280,168	47,832	280,168	85.42%	85.42%
			401-3141-533-5250	FUEL AND GASOLINE	85,639	4,438	53,236	32,403	53,236	62.16%	62.16%
			401-3141-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,400	-	239	1,161	239	17.07%	17.07%
			401-3141-533-5500	TRAINING	15,000	7,200	14,466	534	14,466	96.44%	96.44%
			401-3141-533-6300	IMPROVEMENTS OTHER THAN BLDGS.	2,243,597	295,324	633,901	1,609,696	1,082,311	48.24%	28.25%
			401-3141-533-6400	EQUIPMENT AND MACHINERY	353,646	-	103,750	249,896	103,750	29.34%	29.34%
			3141 WATER MAINTENANCE Total		6,351,842	625,839	4,242,195	2,109,647	4,690,605	73.85%	66.79%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	FY24 YTD %
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %	
		3161	401-3161-000-0000	FIN - UTILITY BILLING	-	-	-	-	-	0.00%	0.00%
			401-3161-533-0057	UTILITY BILLING	-	-	-	-	-	0.00%	0.00%
			401-3161-533-1200	REGULAR SALARIES AND WAGES	379,473	27,273	312,279	67,195	312,279	82.29%	82.29%
			401-3161-533-1210	LONGEVITY PAY	706	-	-	706	-	0.00%	0.00%
			401-3161-533-1400	OVERTIME PAY	-	8	10,617	(10,617)	10,617	0.00%	0.00%
			401-3161-533-2100	FICA TAXES - CITY MATCHING	29,084	2,021	23,970	5,113	23,970	82.42%	82.42%
			401-3161-533-2200	CITY RETIREMENT CONTRIBUTION	55,506	3,983	47,871	7,635	47,871	86.25%	86.25%
			401-3161-533-2300	LIFE AND HEALTH INSURANCE	123,420	15,071	89,500	33,920	89,500	72.52%	72.52%
			401-3161-533-2400	WORKER'S COMPENSATION	150	43	196	(46)	196	130.66%	130.66%
			401-3161-533-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	-	-	-	-	0.00%	0.00%
			401-3161-533-3100	PROFESSIONAL SERVICES	6,000	-	-	6,000	-	0.00%	0.00%
			401-3161-533-3400	OTHER CONTRACTUAL SERVICES	591,805	140,273	505,863	85,942	505,863	85.48%	85.48%
			401-3161-533-4200	FREIGHT & POSTAGE SERVICES	179,916	61,093	174,003	5,913	174,003	96.71%	96.71%
			401-3161-533-4400	RENTALS AND LEASES	3,500	-	-	3,500	-	0.00%	0.00%
			401-3161-533-4600	REPAIR & MAINT. BLDG. & EQUIPMENT	61,870	30,149	56,702	5,168	56,702	91.65%	91.65%
			401-3161-533-4650	VEHICLE MAINTENANCE	2,400	218	1,014	1,386	1,014	42.25%	42.25%
			401-3161-533-4700	PRINTING SERVICES	162,779	42,046	123,210	39,569	123,210	75.69%	75.69%
			401-3161-533-5100	OFFICE SUPPLIES	6,400	734	2,134	4,266	2,134	33.34%	33.34%
			401-3161-533-5200	OPERATING SUPPLIES	5,150	-	3,095	2,055	3,095	60.11%	60.11%
			401-3161-533-5250	FUEL AND GASOLINE	2,500	1,238	3,050	(550)	3,050	121.98%	121.98%
			401-3161-533-5500	TRAINING	2,000	-	-	2,000	-	0.00%	0.00%
			401-3161-533-6300	IMPROVEMENTS OTHER THAN BUILDINGS	60,000	-	35,747	24,253	35,747	59.58%	59.58%
			401-3161-533-6400	EQUIPMENT AND MACHINERY	-	-	-	-	-	0.00%	0.00%
			3161 UTILITY BILLING Total		1,672,659	324,149	1,389,250	283,409	1,389,250	83.06%	83.06%
		3171	401-3171-000-0000	PS - WASTEWATER MAINTENANCE	-	-	-	-	-	0.00%	0.00%
			401-3171-535-0058	WASTEWATER MAINTENANCE	-	-	-	-	-	0.00%	0.00%
			401-3171-535-1200	REGULAR SALARIES AND WAGES	908,801	65,640	775,248	133,553	775,248	85.30%	85.30%
			401-3171-535-1210	LONGEVITY PAY	2,617	-	-	2,617	-	0.00%	0.00%
			401-3171-535-1400	OVERTIME PAY	35,000	19,911	196,978	(161,978)	196,978	562.79%	562.79%
			401-3171-535-1600	OTHER REIMBURSED ALLOWANCES	1,440	74	941	498	941	65.38%	65.38%
			401-3171-535-2100	FICA TAXES - CITY MATCHING	72,511	6,131	69,838	2,673	69,838	96.31%	96.31%
			401-3171-535-2200	CITY RETIREMENT CONTRIBUTION	138,387	10,270	131,592	6,796	131,592	95.09%	95.09%
			401-3171-535-2300	LIFE AND HEALTH INSURANCE	284,260	38,436	236,782	47,478	236,782	83.30%	83.30%
			401-3171-535-2400	WORKER'S COMPENSATION	4,422	1,269	5,778	(1,356)	5,778	130.65%	130.65%
			401-3171-535-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	-	-	-	-	0.00%	0.00%
			401-3171-535-3100	PROFESSIONAL SERVICES	172,517	-	21,280	151,237	21,280	12.33%	12.33%
			401-3171-535-3400	OTHER CONTRACTUAL SERVICES	5,500	-	3,108	2,392	3,108	56.51%	56.51%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
		3171	401-3171-535-4000	TRAVEL AND PER DEIM	700	-	147	553	147	20.95%	20.95%
			401-3171-535-4200	FREIGHT & POSTAGE SERVICES	400	-	-	400	-	0.00%	0.00%
			401-3171-535-4300	UTILITY SERVICES	391,075	29,898	361,660	29,416	361,660	92.48%	92.48%
			401-3171-535-4400	RENTAL AND LEASES	220,958	38,878	195,365	25,593	195,365	88.42%	88.42%
			401-3171-535-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	1,457,976	93,937	911,134	546,842	911,134	62.49%	62.49%
			401-3171-535-4650	VEHICLE MAINTENANCE	115,000	4,636	108,934	6,066	108,934	94.73%	94.73%
			401-3171-535-4900	OTHER CURRENT CHARGES	1,000	-	-	1,000	-	0.00%	0.00%
			401-3171-535-5100	OFFICE SUPPLIES	200	-	-	200	-	0.00%	0.00%
			401-3171-535-5200	OPERATING SUPPLIES	413,600	34,946	392,076	21,524	392,076	94.80%	94.80%
			401-3171-535-5250	FUEL AND GASOLINE	83,285	4,017	56,335	26,950	56,335	67.64%	67.64%
			401-3171-535-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,150	-	-	1,150	-	0.00%	0.00%
			401-3171-535-5500	TRAINING	10,000	6,640	6,740	3,260	6,740	67.40%	67.40%
			401-3171-535-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			401-3171-535-6300	IMPROVEMENTS OTHER THAN BLDGS.	4,515,859	423,863	1,791,187	2,724,673	1,791,187	39.66%	39.66%
			401-3171-535-6400	EQUIPMENT AND MACHINERY	1,132,947	31,582	113,361	1,019,587	113,361	10.01%	10.01%
			3171 WASTEWATER MAINTENANCE Total		9,969,607	810,125	5,378,484	4,591,123	5,378,484	53.95%	53.95%
		3181	401-3181-536-0000	UTILITY RESTORATION	-	-	-	-	-	0.00%	0.00%
			401-3181-536-4650	VEHICLE MAINTENANCE	-	-	-	-	-	0.00%	0.00%
		3181 RESTORATION Total			-	-	-	-	-	0.00%	0.00%
		3191	401-3191-535-0000	UTILITY PLANT MAINTENANCE	-	-	-	-	-	0.00%	0.00%
			401-3191-535-1200	REGULAR SALARIES AND WAGES	482,603	34,150	428,989	53,614	428,989	88.89%	88.89%
			401-3191-535-1210	LONGEVITY PAY	1,663	-	-	1,663	-	0.00%	0.00%
			401-3191-535-1400	OVERTIME PAY	24,200	429	2,644	21,556	2,644	10.92%	10.92%
			401-3191-535-1600	OTHER REIMBURSED ALLOWANCES	480	-	240	240	240	50.00%	50.00%
			401-3191-535-2100	FICA TAXES - CITY MATCHING	43,907	2,506	31,031	12,876	31,031	70.67%	70.67%
			401-3191-535-2200	CITY RETIREMENT CONTRIBUTION	83,796	5,048	63,397	20,399	63,397	75.66%	75.66%
			401-3191-535-2300	LIFE AND HEALTH INSURANCE	139,191	13,312	93,986	45,205	93,986	67.52%	67.52%
			401-3191-535-2400	WORKER'S COMPENSATION	2,557	734	3,341	(784)	3,341	130.65%	130.65%
			401-3191-535-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	-	-	-	-	0.00%	0.00%
			401-3191-535-3400	OTHER CONTRACTUAL SERVICES	30,000	-	25,944	4,056	25,944	86.48%	86.48%
			401-3191-535-4200	FREIGHT & POSTAGE SERVICES	500	-	-	500	-	0.00%	0.00%
			401-3191-535-4400	RENTALS AND LEASES	5,000	-	2,669	2,331	2,669	53.37%	53.37%
			401-3191-535-4600	REPAIR & MAINT.-BLDG & EQUIPMENT	505,200	60,134	389,218	115,982	389,218	77.04%	77.04%
			401-3191-535-4650	VEHICLE MAINTENANCE	14,500	8,200	21,713	(7,213)	21,713	149.75%	149.75%
			401-3191-535-4900	OTHER CURRENT CHARGES	500	-	450	50	450	90.00%	90.00%
			401-3191-535-5200	OPERATING SUPPLIES	71,925	19,217	49,411	22,515	49,411	68.70%	68.70%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
401	Expenditure	3191 I	401-3191-535-5250	FUEL AND GASOLINE	19,483	887	9,223	10,260	9,223	47.34%	47.34%
			401-3191-535-5500	TRAINING	5,050	-	4,618	432	4,618	91.45%	91.45%
			401-3191-535-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			401-3191-535-6300	INFRASTRUCTURE	-	-	-	-	-	0.00%	0.00%
			401-3191-535-6400	EQUIPMENT AND MACHINERY	249,155	6,835	212,859	36,296	212,859	85.43%	85.43%
		3191 UTILITY MAINTENANCE Total			1,679,711	151,452	1,339,733	339,978	1,339,733	79.76%	79.76%
		3410 I	401-3410-539-0059	DESIGN ENGINEERING	-	-	-	-	-	0.00%	0.00%
			401-3410-539-1200	REGULAR SALARIES AND WAGES	402,377	26,225	354,522	47,855	354,522	88.11%	88.11%
			401-3410-539-1210	LONGEVITY PAY	814	-	-	814	-	0.00%	0.00%
			401-3410-539-1400	OVERTIME PAY	4,286	206	3,570	716	3,570	83.29%	83.29%
			401-3410-539-1600	OTHER REIMBURSED ALLOWANCES	1,440	-	-	1,440	-	0.00%	0.00%
			401-3410-539-2100	FICA TAXES - CITY MATCHING	59,400	1,922	26,522	32,878	26,522	44.65%	44.65%
			401-3410-539-2200	CITY RETIREMENT CONTRIBUTION	121,626	5,577	73,424	48,202	73,424	60.37%	60.37%
			401-3410-539-2300	LIFE AND HEALTH INSURANCE	210,973	15,410	75,050	135,923	75,050	35.57%	35.57%
			401-3410-539-2400	WORKER'S COMPENSATION	3,744	1,074	4,891	(1,148)	4,891	130.66%	130.66%
			401-3410-539-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	-	-	-	-	0.00%	0.00%
			401-3410-539-3100	PROFESSIONAL SERVICES	756,804	10,264	80,622	676,182	80,622	10.65%	10.65%
			401-3410-539-4000	TRAVEL & PER DIEM	1,000	-	442	558	442	44.17%	44.17%
			401-3410-539-4200	FREIGHT & POSTAGE SERVICES	250	-	-	250	-	0.00%	0.00%
			401-3410-539-4600	REPAIR & MAINT.-BLDG & EQUIPMENT	300	-	-	300	-	0.00%	0.00%
			401-3410-539-4650	VEHICLE MAINTENANCE	4,600	409	5,171	(571)	5,171	112.41%	112.41%
			401-3410-539-4902	LEGAL ADVERTISING	5,871	-	-	5,871	-	0.00%	0.00%
			401-3410-539-5100	OFFICE SUPPLIES	3,000	-	2,265	735	2,265	75.51%	75.51%
			401-3410-539-5200	OPERATING SUPPLIES	21,100	1,761	14,146	6,954	14,146	67.04%	67.04%
			401-3410-539-5250	FUEL AND GASOLINE	11,550	522	6,235	5,315	6,235	53.98%	53.98%
			401-3410-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	3,760	-	722	3,038	722	19.20%	19.20%
			401-3410-539-5500	TRAINING	7,700	20	2,879	4,821	2,879	37.39%	37.39%
			401-3410-539-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			401-3410-539-6400	EQUIPMENT AND MACHINERY	7,500	-	7,479	21	7,479	99.72%	99.72%
		3410 DESIGN ENGINEERING Total			1,628,095	63,389	657,940	970,155	657,940	40.41%	40.41%
					46,195,070	3,390,518	26,792,582	19,402,488	30,560,892	66.16%	58.00%
		Expenditure Total			46,195,070	3,390,518	26,792,582	19,402,488	30,560,892	66.16%	58.00%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24	FY24 Current -	FY24 YTD Sept	FY24 Balance	FY24 Annual	FY24	FY24 YTD %
					Amended Budgeted	Sept Rev/Expd	Rev/Expd	Excess/Deficit	Projection	Projected Annual %	
402	Revenue				8,997,131	690,606	6,730,907	(2,266,224)	6,730,907	74.81%	74.81%
	Revenue Total				8,997,131	690,606	6,730,907	(2,266,224)	6,730,907	74.81%	74.81%
	Expenditure	3210	402-3210-000-0000	SANITATION	-	-	-	-	-	0.00%	0.00%
			402-3210-534-0048	SANITATION	-	-	-	-	-	0.00%	0.00%
			402-3210-534-1200	REGULAR SALARIES AND WAGES	1,154,833	90,121	1,116,737	38,096	1,116,737	96.70%	96.70%
			402-3210-534-1210	LONGEVITY PAY	3,975	-	-	3,975	-	0.00%	0.00%
			402-3210-534-1400	OVERTIME PAY	152,976	15,424	182,631	(29,655)	182,631	119.39%	119.39%
			402-3210-534-1600	OTHER REIMBURSED ALLOWANCES	960	74	941	18	941	98.08%	98.08%
			402-3210-534-2100	FICA TAXES - CITY MATCHING	99,725	7,775	95,476	4,248	95,476	95.74%	95.74%
			402-3210-534-2200	CITY RETIREMENT CONTRIBUTION	191,659	15,420	187,741	3,918	187,741	97.96%	97.96%
			402-3210-534-2300	LIFE AND HEALTH INSURANCE	347,018	38,166	248,554	98,464	248,554	71.63%	71.63%
			402-3210-534-2400	WORKER'S COMPENSATION	14,207	3,998	18,202	(3,995)	18,202	128.12%	128.12%
			402-3210-534-2600	OTHER POSTEMPLOYMENT BENEFITS (OPEB)	-	-	-	-	-	0.00%	0.00%
			402-3210-534-2610	PENSION ADJUSTMENT	-	-	-	-	-	0.00%	0.00%
			402-3210-534-3100	PROFESSIONAL SERVICES	49,773	-	-	49,773	-	0.00%	0.00%
			402-3210-534-3400	OTHER CONTRACTUAL SERVICES	26,856	1,559	7,357	19,499	7,357	27.39%	27.39%
			402-3210-534-4000	TRAVEL & PER DIEM	1,800	-	929	871	929	51.58%	51.58%
			402-3210-534-4200	FREIGHT & POSTAGE SERVICES	6,140	-	-	6,140	-	0.00%	0.00%
			402-3210-534-4300	UTILITY SERVICES	6,650	466	6,515	135	6,515	97.96%	97.96%
			402-3210-534-4302	SANITATION TIPPING FEES	1,884,500	310,854	1,692,751	191,749	1,692,751	89.82%	89.82%
			402-3210-534-4400	RENTAL AND LEASES	436,076	-	311,298	124,778	311,298	71.39%	71.39%
			402-3210-534-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	24,622	59	4,356	20,266	4,356	17.69%	17.69%
			402-3210-534-4650	VEHICLE MAINTENANCE	803,123	225,264	1,062,015	(258,892)	1,062,015	132.24%	132.24%
			402-3210-534-4700	PRINTING SERVICES	7,400	-	-	7,400	-	0.00%	0.00%
			402-3210-534-4800	PROMOTIONAL ADVERTISING	1,000	-	120	880	120	12.00%	12.00%
			402-3210-534-4902	LEGAL ADVERTISING	1,500	-	-	1,500	-	0.00%	0.00%
			402-3210-534-4903	TEMPORARY LABOR	316,342	45,731	298,914	17,428	298,914	94.49%	94.49%
			402-3210-534-4960	BAD DEBT EXPENSE	5,000	-	-	5,000	-	0.00%	0.00%
			402-3210-534-5100	OFFICE SUPPLIES	1,200	-	854	346	854	71.15%	71.15%
			402-3210-534-5200	OPERATING SUPPLIES	458,925	161,611	396,339	62,586	396,339	86.36%	86.36%
			402-3210-534-5250	FUEL AND GASOLINE	260,000	6,937	257,950	2,050	257,950	99.21%	99.21%
			402-3210-534-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	900	-	-	900	-	0.00%	0.00%
			402-3210-534-5500	TRAINING	2,500	-	1,332	1,168	1,332	53.27%	53.27%
			402-3210-534-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			402-3210-534-6400	EQUIPMENT AND MACHINERY	2,731,493	405,574	593,903	2,137,590	593,903	21.74%	21.74%
			402-3210-581-9101	TRANSFER TO GENERAL FUND	-	-	-	-	-	0.00%	0.00%
			3210 SANITATION Total		8,991,153	1,329,033	6,484,913	2,506,239	6,484,913	72.13%	72.13%
					8,991,153	1,329,033	6,484,913	2,506,239	6,484,913	72.13%	72.13%
	Expenditure Total				8,991,153	1,329,033	6,484,913	2,506,239	6,484,913	72.13%	72.13%

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
403	Revenue				24,945,471	1,701,492	19,250,435	(5,695,035)	19,250,435	77.17%	77.17%
	Revenue Total				24,945,471	1,701,492	19,250,435	(5,695,035)	19,250,435	77.17%	77.17%
	Expenditure	3113	403-3113-000-0000	WATER IMPACT FEES	-	-	-	-	-	0.00%	0.00%
			403-3113-517-7101	01 BOND DEBT SVC - PRINCIPAL	287,850	-	287,850	-	287,850	100.00%	100.00%
			403-3113-517-7201	01 BOND DEBT SVC - INTEREST	110,458	-	110,459	(0)	110,459	100.00%	100.00%
			403-3113-517-7301	01 BOND DEBT SVC - OTHER COSTS	-	-	-	-	-	0.00%	0.00%
			403-3113-533-0040	WATER IMPACT FEES	-	-	-	-	-	0.00%	0.00%
			403-3113-533-3100	PROFESSIONAL SERVICES	2,018	-	-	2,018	-	0.00%	0.00%
			403-3113-533-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			403-3113-533-6300	IMPROVE OTHER THAN BLDGS	8,183,073	(166)	27,079	8,155,994	27,079	0.33%	0.33%
			3113 WATER Total		8,583,399	(166)	425,388	8,158,012	425,388	4.96%	4.96%
		3115	403-3115-000-0000	REUSE IMPACT FEES	-	-	-	-	-	0.00%	0.00%
			403-3115-517-7101	01 BOND DEBT SVC - PRINCIPAL	116,850	-	116,850	-	116,850	100.00%	100.00%
			403-3115-517-7201	01 BOND DEBT SVC - INTEREST	44,475	-	44,840	(364)	44,840	100.82%	100.82%
			403-3115-535-3100	PROFESSIONAL SERVICES	352,146	30,147	143,961	208,184	143,961	40.88%	40.88%
			403-3115-535-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			403-3115-535-6300	IMPROVE OTHER THAN BLD.	6,999,550	-	152,890	6,846,660	152,890	2.18%	2.18%
			3115 REUSE Total		7,513,021	30,147	458,541	7,054,480	458,541	6.10%	6.10%
		3123	403-3123-000-0000	WASTEWATER IMPACT FEES	-	-	-	-	-	0.00%	0.00%
			403-3123-517-7101	01 BOND DEBT SVC - PRINCIPAL	452,485	-	452,485	-	452,485	100.00%	100.00%
			403-3123-517-7150	SRF LOAN WW480210 - PRINCIPAL	67,671	-	68,138	(467)	68,138	100.69%	100.69%
			403-3123-517-7151	SRF LOAN WW480211 - PRINCIPAL	2,980,792	1,493,110	2,980,693	99	2,980,693	100.00%	100.00%
			403-3123-517-7201	01 BOND DEBT SVC - INTEREST	173,636	-	173,635	1	173,635	100.00%	100.00%
			403-3123-517-7250	SRF LOAN WW480210 - INTEREST	7,047	-	6,814	233	6,814	96.70%	96.70%
			403-3123-517-7251	SRF LOAN WW480211 - INTEREST	369,798	182,135	369,797	1	369,797	100.00%	100.00%
			403-3123-517-7350	SRF LOAN WW480210 - OTHER EXPENSES	7,046	-	6,814	232	6,814	96.70%	96.70%
			403-3123-535-0041	SEWER IMPACT FEES	-	-	-	-	-	0.00%	0.00%
			403-3123-535-3100	PROFESSIONAL SERVICES	196,355	8,681	81,077	115,277	81,077	41.29%	41.29%
			403-3123-535-5900	DEPRECIATION EXPENSE	-	(9,295)	(9,295)	9,295	(9,295)	0.00%	0.00%
			403-3123-535-6100	LAND	344,300	-	-	344,300	-	0.00%	0.00%
			403-3123-535-6300	IMPROVE OTHER THAN BLDGS	4,065,945	1,209,457	1,321,138	2,744,807	1,321,138	32.49%	32.49%
			403-3123-535-6400	EQUIPMENT AND MACHINERY	55,000	-	-	55,000	-	0.00%	0.00%
			3123 WATER/WASTEWATER/RECLAIM IMPACT FEES Total		8,720,075	2,884,087	5,451,297	3,268,778	5,451,297	62.51%	62.51%
		8019	403-8019-536-5900	DEPRECIATION EXPENSE	-	-	-	-	-	0.00%	0.00%
			403-8019-536-6400	EQUIPMENT & MACHINERY	128,975	-	58,052	70,923	58,052	45.01%	45.01%
			8019 SCADA SYSTEM EQUIPMENT Total		128,975	-	58,052	70,923	58,052	45.01%	45.01%
					24,945,471	2,914,068	6,393,277	18,552,193	6,393,277	25.63%	25.63%
	Expenditure Total				24,945,471	2,914,068	6,393,277	18,552,193	6,393,277	25.63%	25.63%

Y24 Budget to Actual -September

Fund	Type	Division No. & Name	Account Id	Account Description	FY24 Amended Budgeted	FY24 Current - Sept Rev/Expd	FY24 YTD Sept Rev/Expd	FY24 Balance Excess/Deficit	FY24 Annual Projection	FY24 Projected Annual %	FY24 YTD %
610	Revenue				4,390,529	24,776	1,408,298	(2,982,231)	1,408,298	32.08%	32.08%
	Revenue Total				4,390,529	24,776	1,408,298	(2,982,231)	1,408,298	32.08%	32.08%
	Expenditure	9950 (	610-9950-000-0000	CRA	-	-	-	-	-	0.00%	0.00%
			610-9950-515-0053	COMMUNITY REDEVELOPMENT	-	-	-	-	-	0.00%	0.00%
			610-9950-515-3100	PROFESSIONAL SERVICES	219,500	68,844	132,415	87,085	132,415	60.33%	60.33%
			610-9950-515-3200	AUDIT SERVICES	6,000	-	6,000	-	6,000	100.00%	100.00%
			610-9950-515-4000	TRAVEL AND PER DIEM	850	-	-	850	-	0.00%	0.00%
			610-9950-515-4900	CRA (BCAP)	30,000	-	13,584	16,416	13,584	45.28%	45.28%
			610-9950-515-4910	CRA (FRAP)	100,000	-	60,573	39,427	60,573	60.57%	60.57%
			610-9950-515-4912	CRA (BPRP)	20,000	-	-	20,000	-	0.00%	0.00%
			610-9950-515-4914	CRA (BIFAP)	20,000	-	-	20,000	-	0.00%	0.00%
			610-9950-515-4920	CRA (RFAP)	300,000	-	-	300,000	-	0.00%	0.00%
			610-9950-515-4922	CRA (RRAP)	10,000	-	-	10,000	-	0.00%	0.00%
			610-9950-515-4950	DEMOLITION	10,000	4,500	4,500	5,500	4,500	45.00%	45.00%
			610-9950-515-4960	DOWNTOWN BENCHES, CANS, ETC.	25,000	-	-	25,000	-	0.00%	0.00%
			610-9950-515-5400	BOOKS, SUBS & MEMBERSHIPS	1,170	-	175	995	175	14.96%	14.96%
			610-9950-515-5500	TRAINING	450	-	-	450	-	0.00%	0.00%
			610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS.	3,647,559	-	328,300	3,319,258	328,300	9.00%	9.00%
			9950 COMMUNITY DEVELOPMENT AGENCY Total		4,390,529	73,344	545,547	3,844,982	545,547	12.43%	12.43%
					4,390,529	73,344	545,547	3,844,982	545,547	12.43%	12.43%
	Expenditure Total				4,390,529	73,344	545,547	3,844,982	545,547	12.43%	12.43%



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 1.

Meeting Date: November 6, 2024

Department: Parks and Recreation

SUBJECT:

Special Event Request - Road Closure for Christmas Parade

REQUEST:

Authorize requested street closures for the 2024 Apopka Christmas Parade organized by the Foliage Sertoma Club of Apopka.

SUMMARY:

The annual Apopka Christmas Parade is a popular community event organized by the Foliage Sertoma Club of Apopka with support from the City. An agreement is in place between the Foliage Sertoma Club of Apopka and City to co-produce the event, which is in effect through 2025. The same street closures as in prior years are requested in the Special Event Permit Application for this year's parade scheduled for December 14th, 2024. The requested street closures are along Park Avenue between US 441 and Votaw Road, beginning at 8am and ending at 1pm on the event day, and include:

- Park Ave
- 3rd Street
- 2nd Street
- Magnolia Street
- Oak Street
- Highland Avenue
- Votaw Road

The event has been reviewed by Parks and Recreation staff, along with staff from the Police Department and Fire Department, and is recommended for approval. The Development Review Committee (DRC) recommended unanimous approval of the special event permit application along with the provided street closures at their September 25th, 2024 meeting. This item is being brought to City Council for final approval of the requested street closures.

FUNDING SOURCE:

n/a

RECOMMENDED MOTION:

Staff recommend approval of the requested street closures for the Apopka Christmas Parade organized by the Foliage Sertoma Club of Apopka.

ATTACHMENTS:

1. Special Event Permit Application - 2024 Apopka Christmas Parade
2. Sertoma Club - Apopka Christmas Parade Agreement



DRC: 9/25

Special Event Permit Application

A completed Special Event Permit application is required for all events with the City of Apopka. All events will be reviewed by our Development Review Committee for approval. The City of Apopka has the exclusive right to permit or deny an individual or organization facility use.

Once we have the complete special event application we will schedule for review and approval. Please note this may take time, as we suggest that all applications submitted at least 60 to 90 days prior to the event.

Incomplete applications will not be reviewed. After approval, an estimation of fees forms for your event based on the application and the approval is applicable.

Lexi Lahendro – Events Coordinator

events@apopka.net

407-703-1812

You must submit all required documents with your application.

Special Event Permit Application Checklist

Remember, we suggest that all applications submitted at least 60-90 days prior to the event.

Please review this checklist and make sure you have the items requested below available during this application process.

- Completed Special Event Permit Application
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing
- All renters and vendors must have a listing with the Florida Department of State Division of Corporations. Visit www.sunbiz.org for more information about the process of registering a business.
- All businesses must also must submit a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.

Applicant must be present for duration of event.

Organization Name

FOLIAGE SERTOMA CLUB OF APOPKA

Name of Applicant	LORENA POTTER
Mailing Address	PO BOX 718
City	APOPKA
State	FLORIDA
Zip Code	32704
Cell Phone	407-583-7349
Email	forevrbzy60@gmail.com
Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?	Yes
State of Florida Tax ID Number	59-2253765

A copy of your 501C3 non-profit certificate is required for non-profit status. Otherwise taxes will be charged.

Please attach a copy of your 501C3 non-profit certificate

 W9.pdf

Please attach a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.

 Dept of Agriculture Form for 2024.pdf

 Sunbiz 2024.pdf

Name of the Event	APOPKA CHRISTMAS PARADE
Date(s) of the Event	SATURDAY, DECEMBER 14, 2024
Hours of the Event	10 AM - NOON
Location of the Event	BEGINNING AT PARK AVE AND 3RD STREET - ENDING AT VOTAW ROAD
Does the location of the event take place on Public or Private Property?	Yes

Anticipated attendance: 5000

Briefly describe the event and all activities that will occur during the event:

COMMUNITY CHRISTMAS PARADE: ELECTED OFFICIALS AND DIGNITARIES, FLOATS, MARCHING BANDS, YOUTH GROUPS, SERVICE CLUBS, POLICE AND FIRE UNITS CO-SPONSORED BY THE CITY OF APOPKA AND THE FOLIAGE SERTOMA CLUB

Event Category • Parade/Procession/March

Are there flyers or advertisements for this event?	Yes
--	-----

Attach Flyer or Advertisement 1

 Christmas Parade entry Form 2024.pdf

 Parade application letter 2024.pdf

 parade sponsorship 2024.pdf

Additional Event Information

THERE WILL BE ARTICLES AND ADVERTISEMENTS IN THE LOCAL NEWSPAPER, ON THE WATER BILLS AND ON THE CITY WEBSITE AS THE DATE NEARS.

Will there be admission fees to your event?

No

Will you be serving alcohol?

No

Is your event open to the public?

Yes

Does your event include food concession?

No

Do you intend to have food trucks at your event?

No

Will there be merchandising vending at your event?

No

Will they need electric?

No

Will you be hiring a private security company for the event?

No

Do you require overnight security?

No

Are there musical entertainment features related to your event?

No

Will amplified sound be used during the event?

Yes

Will any streets be closed or will the flow of traffic be affected by the event?

Yes

Please indicate the road names

PARK AVENUE BETWEEN 441 AND VOTAW ROAD AND SIDE STREETS IN THE STAGING AREA

Does your event include the use of tents?

Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents?

10 X 10 TENTS TO COVER VIP VIEWING STANDS AT THE FRONT OF KIT LAND NELSON PARK

Will inflatables be used at your event?

No

Will your event include any fireworks or pyrotechnics?

No

Layout map for event

 VEHICLE STAGING MAP 3RD ST.pdf

Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date	12/14/2024
Start Time	8:00 AM (EDT)
End Time	10:00 AM (EDT)

Event Dates

Date	12/14/2024
Start Time	10:00 AM (EDT)
End Time	12:00 PM (EDT)

Take Down/Load Out

Date	12/14/2024
Start Time	12:00 PM (EDT)
End Time	1:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant Lorena Potter

Title of Applicant Christmas Parade chairperson; Folaige Sertoma Club

Date Submitted 09/11/2024

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance

policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

Please provide a copy of your certificate of insurance.

 5 Year Co-production agreement.pdf

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or

Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.

- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant

Lorena Potter

Title of Applicant

Christmas Parade Chairperson; Foliage Sertoma Club of Apopka

Sponsoring Organization Name

Foliage Sertoma Club of Apopka

102GRAND
MARSHAL**104**

MAYOR

106SERTOMA
DIRECTOR**108**SERTOMAN
OF THE
YEAR**110**SERVICE TO
MANKIND**114**APOPKA
SEAT 1**116**APOPKA
SEAT 2**118**APOPKA
SEAT 3**120**APOPKA
SEAT 4

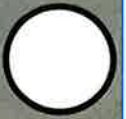
PARADE VEHICLE STAGING

3RD ST & FUMC PARKING LOT

2023

**STAGE #112 - SERTOMA PRESIDENT ELECT AND
STAGE #128 - ORANGE CO. SHERIFFS DEPT UNITS**

**AT THE BACK OF THE FUMC PARKING LOT IN
GRASSY AREA—MAKE SURE THE BAHIA SHRINE
DOES NOT FOLLOW THEM!**

DO NOT PARK
HERE CONCRETE**122**

MISS APOPKA

124

ORANGE CO. MAYOR

126

ORANGE CO. SHERIFF

DO NOT PARK HERE CHURCH
ENTRANCE**130**

ORANGE CO. DISTRICT 2

132

ORANGE CO. SCHOOL BOARD

134

ORANGE CO. CLERK OF COURTS

136

ORANGE CO. COMPTROLLER

138

FL REPRESENTATIVE DISTRICT 39

140

FL REPRESENTATIVE DISTRICT 45

DO NOT PARK
HERE (TREE)**142**

U.S. HOUSE DISTRICT 11

144

POLICE OFFICER OF THE YEAR

146

FIREFIGHTER OF THE YEAR

148

AHS HOMECOMING KING & QUEEN

DO NOT PARK HERE
(DUMPSTER)

**City of Apopka
Event Co-Production Agreement**

Event Name: Apopka Christmas Parade

This EVENT CO-PRODUCTION AGREEMENT ("Agreement") is made and entered into this 3RD day of NOVEMBER, 2020, by and between the CITY OF APOPKA, FLORIDA, a municipal corporation (the "City" or "Event Venue"), and the Foliage Sertoma Club of Apopka, Inc., a Florida not for profit corporation ("Sertoma"), for the annual Apopka Christmas Parade (the "Event"). The City and Sertoma may be referred to collectively as the "Parties" or each individually as "Party".

RECITALS

WHEREAS, Sertoma proposed that the City collaborate with it in running the annual event known as the "Apopka Christmas Parade"; and

WHEREAS, the City recognizes that the Apopka Christmas Parade may bring a positive economic benefit to the City and its citizens while promoting a message of health, hope and unity for individuals of all ages; and

WHEREAS, the City recognizes the benefits of having such an event occur in the same location annually, including increasing attendance and recognition for the City in being identified with the event; and

WHEREAS, the City and Sertoma desire to collaborate to co-produce the Event under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration expressed herein, the Parties agree as follows:

1 EVENT DETAILS

- 1.1 *Purpose.* The Parties desire to work together cooperatively to co-produce the Event in accordance with the standards set forth in the Apopka Municipal Code. The Parties agree that the Event shall be co-branded as an event produced by both the City and Sertoma. The Parties offer and agree to perform their obligations regarding the Event in accordance with the terms and conditions of this Agreement.
- 1.2 *Date and Time.* The Parties agree to host the Event annually on the second Saturday of December. The Event may begin staging as early as 6 AM and must conclude by 1 PM.
- 1.3 *Location.* The Parties mutually agree that the Event route will be Park Avenue from 3rd Street to Votaw Road. Any deviation to this route must be approved, in writing, by the City. Event staging may take place at Kit Land Nelson Park, Edwards Field; and sections of East 3rd Street, East 2nd Street, East 1st Street, East Orange Street, and North Forest Avenue.

1.4 *Name.* The Parties jointly agree that the Event name shall be the Apopka Christmas Parade, and that when the location of the Event is referenced in any materials related to the Event, the location shall be stated as Apopka, Florida.

2 **EVENT REVENUES.** The Parties agree that Sertoma shall retain all revenues derived from sponsorship fees, applicant fees, and other fees derived from co-producing the Event.

3 **EVENT MANAGEMENT**

3.1 *Event Management.* The City and Sertoma agree to prepare for and manage the Event in accordance with the terms set forth in the Special Event Permit package.

3.2 *Use of Marks, Logos, Trademarks, and Event Name.* Sertoma grants a nonexclusive, royalty-free, non-transferable license to the City to use Sertoma's name, logo, any item used in connection with that name or logo, and Sertoma's registered symbols and trademarks, as well as the Event Name (collectively, "Marks"), in all marketing efforts for the Event and related to other responsibilities it assumes pursuant to the Special Event Permit package for the purposes of permitting the City to fulfill its obligations under this Agreement. City grants a nonexclusive, royalty-free, non-transferable license to Sertoma to use the City's Marks, in all marketing efforts for the Event and related to other responsibilities it assumes pursuant to the Special Event Permit for the purposes of permitting Sertoma to fulfill its obligations under this Agreement.

3.3 *Additional Responsibilities.* All additional responsibilities will be addressed and outlined in the Special Event Permit package, which Sertoma shall prepare and provide to the City no later than ninety (90) days prior to the Event. Sertoma agrees to provide the City with the opportunity for input and approval of responsibilities assigned to the City in the Special Event Permit package.

4 **OTHER DUTIES OF THE PARTIES**

4.1 *Joint Approval.* The City and Sertoma shall both have the right to review and jointly agree on all production aspects of the Event.

4.2 *Waivers.* The City will draft an Indemnity and Hold Harmless Agreement ("Waiver") for all participants to complete. Sertoma shall include this Waiver in the Event entry packet and ensure that each participant in the Event signs and acknowledges the Waiver. Original copies of the Waiver shall be retained by the City's Risk Specialist.

4.3 Sertoma shall provide the City with a listing of official registrants for the Event for that year no later than one week prior to the Event.

4.4 *No Responsibility for Property.* The City shall not be responsible for the loss, theft or damage to the property of Sertoma, its representatives, or agents, guests, customers, invitees, permittees, vendors, or suppliers.

4.5 *Reservation or Control of Park and Public Space.* The City reserves the right to control any and all park areas or public spaces used for the Event; to enforce all of its rules or

regulations regarding any park area; and to inspect any park area or public space used for the Event during the Event, without unreasonably interfering with Sertoma, its employees, guests, patrons, or invitees. The City shall have the right, but not the duty, to eject any person from any park area or public space used for the Event for violation of the law, rule, or regulation without liability.

- 4.6 *Permit Acquisition and Fees.* The City shall be responsible for obtaining and fulfilling all requirements for permits necessary to the Event as set forth in the Special Event Permit package. The City agrees not to charge Sertoma any permit fee for the use of any park area or public space used for the Event.
- 4.7 *Emergency Plan.* The Parties shall jointly create and approve an emergency plan for the Event, which could include a first-aid station equipped with emergency medical technicians on standby throughout the scheduled Event hours if needed.
- 4.8 *Security.* The Parties agree to coordinate with the Apopka Police Department to provide security for the Event in compliance with any applicable laws, policies, or regulations.

5 TERM AND TERMINATION

- 5.1 *Term.* This Agreement shall be effective on the 3RD day of NOVEMBER, 2020, at 12:01 a.m., (the "Effective Date"). The Parties agree to hold the Event for five (5) consecutive years, starting in 2020, and shall terminate at the earlier of the date on which all obligations of the Parties have been met or at 11:59 PM on the 31st of December, 2025, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Notwithstanding this term, the City may terminate this Agreement with no cause no later than January 1, 2021, upon providing written notice to Sertoma. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 5.2 *Continuing Performance Required.* Sertoma shall perform its obligations in accordance with this Agreement commencing on the Effective Date until this Agreement is terminated or suspended in accordance with the terms herein. Sertoma shall not temporarily delay, postpone, or suspend the performance of its obligations without the written consent of the Mayor or City Administrator expressly authorized in writing.
- 5.3 *Termination for Non-Performance.* Should a party to this Agreement fail to materially perform in accordance with the terms and conditions herein, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For the purpose of this subsection 5.3, "reasonable time" shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this subsection 5.3, nothing in this

subsection 5.3 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

5.4 *Delivery of Notice of Termination.* Any notice of termination permitted by this Section 5, and its subsections, shall be addressed to the respective party at the address provided in Section 10 herein, and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5.5 *Cancellation of Event for Emergency.* The City may, in its sole discretion, but after conferring with Sertoma, postpone, delay, or cancel any Event due to a locally declared emergency or safety concern.

6 **INSURANCE.** During the term of this Agreement, The City shall secure and maintain an insurance policy applicable to all Event premises and all Event operations. The policy shall include coverage for bodily injury, property damage and personal injury.

7 **CONFORMANCE WITH CITY POLICIES AND OTHER APPLICABLE LAW**

7.1 *Damage to City Property.* Sertoma is aware that any park or other public area used for the Event is a public space and, therefore, Sertoma shall take all steps necessary to prevent injury to vegetation, wildlife, or historic structures and objects, and shall be responsible to the City for any damage caused by Sertoma or its agents, employees, participants, or volunteers. Sertoma shall preserve and maintain any park area or public space used for the Event in the same condition as that existing prior to the Event. In the event of any damages to any park area or public space used for the Event occurring during the Event caused by Sertoma, its employees, agents, volunteers, participants, or affiliates prior to, during, or following the Event, Sertoma shall pay for the actual cost of repair, replacement, or remedy of such damage. In the event of such damage, the City shall send Sertoma an invoice detailing the costs of the damage, and Sertoma's failure to pay such costs within ten (10) days of receipt of such invoice shall constitute breach of this Agreement.

7.2 *Interaction with Public.* Sertoma recognizes that its conduct during, and in conjunction with, the production of the Event reflects upon its reputation in the community as well as upon the public perception of the City. Therefore, Sertoma offers and warrants to the City that Sertoma, its agents, employees, participants, and volunteers will conduct all of their interactions with the citizens and the public relating to the performance of the obligations hereunder in such a manner that reflects positively upon its reputation and the City's public image.

7.3 *Non-discrimination.* Sertoma warrants that it will not discriminate against any employee, applicant, or participant on the basis of race, color, religion, sex, or national origin.

7.4 *Duty to Warn.* Sertoma agrees to call to the City's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, or other data supplied to Sertoma (by the City or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way.

CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

- 8.1 *Notices of Claim.* A Party shall notify the other Party immediately, in writing, in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 8.2 *Claims Challenging City Ordinance, Rule, or Policy.* In the event any claim is asserted by a third party against the City or Sertoma alleging that any law, statute, ordinance, rule or approved City policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- 8.2.1 Sertoma shall not be entitled to and shall not defend such claim; and
- 8.2.2 The City may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
- 8.2.3 Sertoma shall reasonably cooperate with the City in any City defense of such claim although Sertoma shall bear any cost or expense incurred by Sertoma in such cooperation, including but not limited to Sertoma's cost and expense incurred in consultation with its own legal counsel; and
- 8.2.4 Only if authorized by law and without waiving the provisions of the Florida Constitution, the City shall indemnify and hold Sertoma harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.
- 8.3 *Indemnification for Certain Claims.* For any claim not within the scope of subsection 8.2 above, Sertoma expressly agrees to indemnify and hold harmless the City, and any of its commissioners, officials, officers, agents, contractors, attorneys, employees, or volunteers from any and all damages, liability, expenses, or court awards, including costs and reasonable attorneys' fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Sertoma or any of its employees, agents, participants, applicants, or others acting on Sertoma's behalf in performance of this Agreement. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by Sertoma to indemnify or hold the City, its elected officials, officers, agents, contractors, attorneys, employees, or volunteers harmless for any negligence solely attributable to the City, its elected officials, officers, agents, contractors, attorneys, employees, or volunteers. Sertoma's obligation to indemnify pursuant to this Section shall survive the

completion of the obligations under this Agreement and shall survive the termination of this Agreement.

8.4 *Defense of Claims.*

8.4.1 Claims Against Both the City and Sertoma. In the event any claim is asserted by a third party against both the City and Sertoma arising out of any Party's performance of obligations under this Agreement which claim is not within the scope of Section 8.2 above, the City shall be entitled to elect to defend such claim on behalf of both the City and Sertoma subject to the provisions governing indemnification set forth in this Section. In the event that the City elects to defend such claim, the City shall consult with Sertoma in such defense but the City is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the City elects to defend such claim, Sertoma may at its own cost and expense elect to assume the defense of Sertoma, in which case Sertoma shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

8.4.2 Claims Against Only One Party. In the event of any claim asserted by a third party against only one Party to this Agreement arising out of any Party's performance of the obligations of this Agreement which claim is not within the scope of Section 8.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Florida Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the this Agreement or any claim that any law, statute, ordinance, rule or approved City policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

9 **Force Majeure.** Neither Sertoma nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, pandemics or measures of any governmental authority in response to a pandemic, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

- 10 **NOTICE.** All notices provided by law or by this Agreement to be given to either Party must be in writing. Notice to City shall be directed to: City of Apopka 120 E. Main Street Apopka, Florida 32703. Notice to Sertoma shall be sent to: P.O. Box 718, Apopka, FL 32704. The Parties may designate a new address by written notice as provided herein. Notice shall be deemed given as of the date such notice is deposited, postage paid in the United States mail.
- 11 **AUTHORITY.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City and Sertoma and to bind their respective entities.

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above:

CITY OF APOPKA, FLORIDA

Signed By:

Printed Name:

Title:

Bryan Nelson
Bryan Nelson
Mayor

SERTOMA CLUB OF APOPKA

Signed By:

Printed Name:

Title:

Lorena Potter
LORENA POTTER
Sertoma President

STATE OF FLORIDA

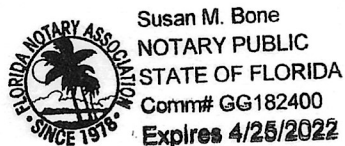
COUNTY OF Orange

The foregoing Event Co-Production Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of November, 2020, by Lorena Potter of the Foliage Sertoma Club of Apopka and who is personally known to me or who has produced _____ as identification.

Susan M Bone

Signature of Notary

Stamp:





City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 2.

Meeting Date: November 6, 2024

Department: Parks and Recreation

SUBJECT:

Special Event Request - Open Container for Market on Fifth Street

REQUEST:

Authorize Open Container in the identified area between the hours of 6pm and 9pm during the weekly Market on Fifth special event.

SUMMARY:

The weekly Market on 5th special event organized by Propagate Social House is requesting City Council approval to allow open container to permit consumption and carry of alcoholic beverages during the weekly special event, which runs Fridays from 6pm to 9pm. The open container boundaries are identified on the attached map.

Section 6-3, Item (4) of the City of Apopka Code of Ordinances allows for the City Council to, "...permit consumption and carrying of alcoholic beverages on streets, sidewalks, alleys, and right-of-way within the Municipal Corporate Limits of the City of Apopka, Florida and/or on city-owned property subject to such terms and conditions as the city council may impose for the protection of the public health, safety and welfare through the approval of a special event permit, use agreement, or other official action." The Market on Fifth has a license agreement in place with the City of Apopka allowing the closure of 5th Street for the weekly event and submitted an updated Special Event Permit Application, which was approved at the October 23, 2024, Development Review Committee meeting. The open container component of the special event does require City Council approval, and is requested to be in place only during the event times of Fridays between the hours of 6pm and 9pm and only in the identified location on the attached map. Open container is not requested for any sidewalks or right-of-ways along E. Main Street, S. Park Avenue, or S. Central Avenue. The approval will allow the restaurants, bars, and brewers surrounding the event the opportunity to sell alcohol from their businesses, which could then be carried out into the event space on the sidewalk and closed areas of the street. The event organizer also has provided additional liability insurance coverage for the event. In addition, the following will be required from the event organizer:

- The event organizer will be required to display clearly visible signage at all access points of the open container area informing patrons that the consumption and possession of alcoholic beverages is strictly prohibited beyond the established perimeter, as delineated on the approved site plan.
- The event organizer shall also provide adequate staffing at the access points to ensure alcoholic beverages are not taken beyond the designated open container area.
- At all times during which the special event permit is in effect, copies of such permit, including a map of the open container area, shall be available for inspection upon request.

Staff also request the City Council grant authority to the Apopka Police Chief and/or the Apopka Parks and Recreation Director to revoke the open container approval for good cause, should any issues or safety concerns arise. For purposes of this issuance, the term "good cause" shall include, but not be limited to, violation by the event organizer or any person within the designated open container area of any standards for issuance of the special event permit, any condition of a permit, or any City ordinance or state law relating to alcoholic beverages. The event organizer may appeal the revocation of the open container approval by filing a written notice containing

the grounds for appeal to the City Administrator within five business days of the date of the notice of revocation. The decision of the City Administrators is final. The filing of a notice of appeal will not delay the effectiveness of any revocation. The event organizer's failure to timely appeal the revocation of their permit shall constitute a waiver of their right to appeal.

FUNDING SOURCE:

n/a

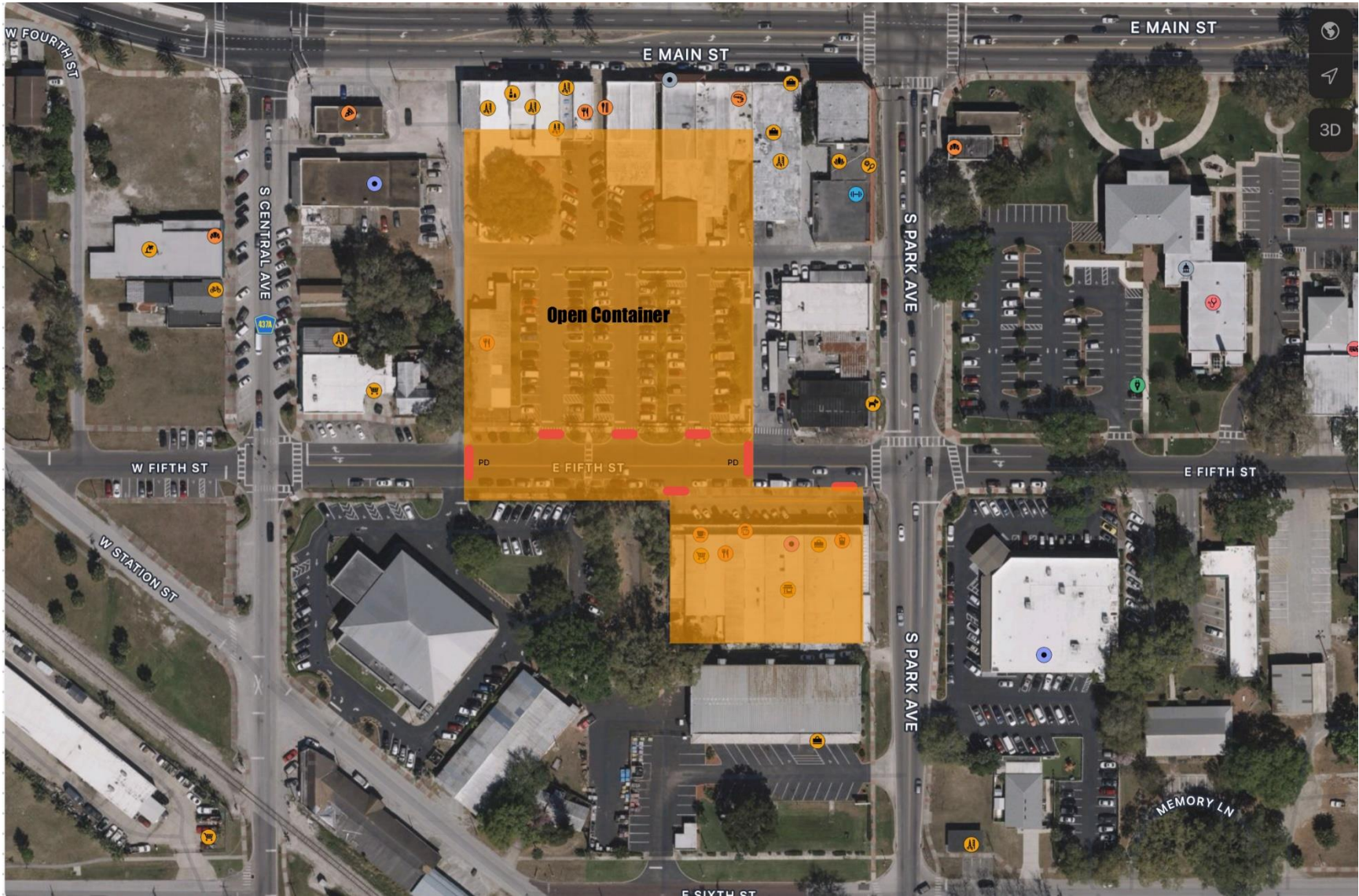
RECOMMENDED MOTION:

Staff recommend approval of the open container request for the weekly Market on Fifth special event, between the hours of 6pm and 9pm, in the designated area on the attached map, and associated regulations set forth in this Staff Report.

ATTACHMENTS:

1. Market on Fifth Open Container Area Map
2. Special Event Permit Application - Market on 5th
3. License Agreement - Propagate (signed by City) 2024-10-03

Market on Fifth Open Container Area Map





Special Event Permit Application

A completed Special Event Permit application is required for all events with the City of Apopka. All events will be reviewed by our Development Review Committee for approval. The City of Apopka has the exclusive right to permit or deny an individual or organization facility use.

Once we have the complete special event application we will schedule for review and approval. Please note this may take time, as we suggest that all applications submitted at least 60 to 90 days prior to the event.

Incomplete applications will not be reviewed. After approval, an estimation of fees forms for your event based on the application and the approval is applicable.

Lexi Lahendro – Events Coordinator
events@apopka.net
407-703-1812

You must submit all required documents with your application.

Special Event Permit Application Checklist

Remember, we suggest that all applications submitted at least 60-90 days prior to the event.

Please review this checklist and make sure you have the items requested below available during this application process.

- Completed Special Event Permit Application
- Event Description
- A non-refundable application fee of \$50.00 or completed application for waiver of permit fee is due when application is submitted. *Staff will contact you about this step.*
- A certificate of general liability insurance listing the "City of Apopka" as 'Additional Insured' must be submitted. Copy of the declaration sheet and endorsement page must be included. Additional insurance may be required, please see the event insurance requirements.
- A site plan (Map) or Parade/Race Route **MUST** be submitted with your application. Map must identify location of staging, tents, parking, barricades, vendors, and restrooms and must be to scale.
- Letter from the property owner granting permission for use of their property. (if on private property)
- If alcohol will be served at your event you must include the alcohol permit and insurance with the completed permit
- Copies of flyers and advertisements.
- Policies and protocols in regards to CDC Guidelines/COVID-19 & social distancing
- All renters and vendors must have a listing with the Florida Department of State Division of Corporations. Visit www.sunbiz.org for more information about the process of registering a business.
- All businesses must also must submit a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.

Applicant must be present for duration of event.

Organization Name

Propagate Social House

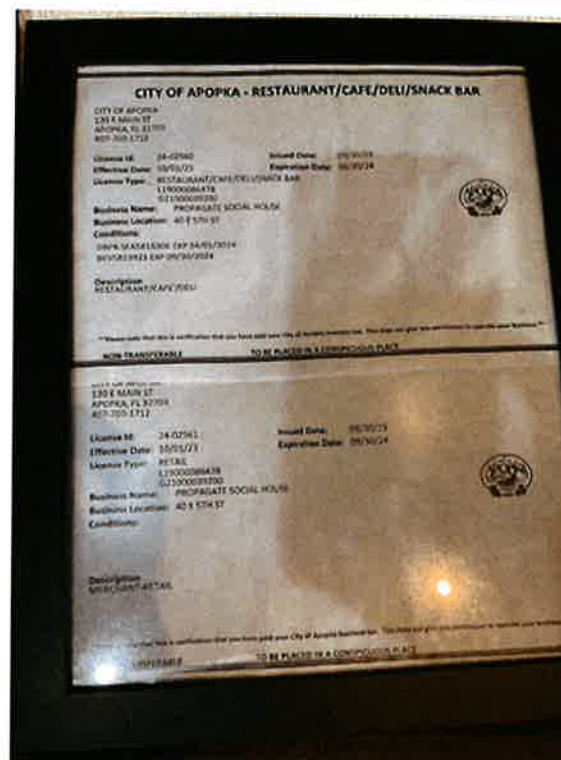
Name of Applicant	Ella Duke
Mailing Address	40 E. 5th St.
City	Apopka
State	FL
Zip Code	32712
Cell Phone	4079889103
Email	hello@propagatesocialhouse.com

Is your organization a Non – Profit (501C3) OR Tax Exempt Organization?

No

State of Florida Tax ID Number 83-4316808

Please attach a copy of your Business Tax Receipt for the municipality/county that your business/organization is registered in.



Name of the Event Market on Fifth - Apopka's Farmers Market

Date(s) of the Event Every Friday Night

Hours of the Event 6-9PM

Location of the Event On 5th Street

Does the location of the event take place on Public or Private Property?

Yes

Anticipated attendance: 400

Briefly describe the event and all Market on Fifth is Apopka's Farmers Market.

activities that will occur during the event:

This event takes place every Friday night from 6-9PM. It features an array of Fresh foods from local producers, crafts, art and food trucks. The restaurants, bars and breweries in the immediate area will sell alcohol and feature musical performances. However NO vendor at The Market located on the street will sell alcohol.

Event Category

- Street Festival

Are there flyers or advertisements for this event?

No

Will there be admission fees to your event?

No

Will you be serving alcohol?

No

Is your event open to the public?

Yes

Does your event include food concession?

Yes

Do you intend to have food trucks at your event?

Yes

How many?

6

Will there be merchandising vending at your event?

Yes

How many vendors?

40

Will they need electric?

No

Will you be hiring a private security company for the event?

No

Do you require overnight security?

No

Are there musical entertainment features related to your event?

No

Will amplified sound be used during the event?

No

Will any streets be closed or will the flow of traffic be affected by the event?

Yes

Please indicate the road names

5th street will be closed

Does your event include the use of tents?

Yes

Please indicate tent location & size on layout. Permits and ground locates may be required.

What size of tents?

10x10

Will inflatables be used at your event?

No

Will your event include any fireworks or pyrotechnics?

No

Layout map for event



Date/Time (on site load in and load out)

For events that are held on City Property, set up days and load out days may require additional fees.

Setup/Load In

Date 10/25/2024

Start Time 4:53 PM (EDT)

End Time 10:00 PM (EDT)

Event Dates

Date 10/25/2024

Start Time 6:00 PM (EDT)

End Time 9:00 PM (EDT)

Take Down/Load Out

Date 10/25/2024

Start Time 9:00 PM (EDT)

End Time 10:00 PM (EDT)

I, Being the Applicant/Event Organizer, have read and understand the guidelines contained within the City of Apopka's Special Event Permit Application and agree to conduct my event in accordance. I further understand that failure to abide by these guidelines may result in the denial or forfeiture of my Special Event Permit.

The City of Apopka is not responsible for lost, stolen or damaged items.

I acknowledge that the information contained in this application is true, correct, and complete to the best of my knowledge.

Applicant Signature



Name of Applicant Ella Duke

Title of Applicant Owner

Date Submitted 10/14/2024

The Applicant/Event Organizer shall maintain at all times throughout the duration of the event, a current insurance policy naming the City of Apopka as an additional insured providing coverage for all approved event activities and must be active on the date(s) of the event, including the set-up and break-down period. Failure to provide proof of adequate coverage will result in the denial of the special event permit or cancellation of the event. The City may require subcontractors acting on behalf of the Applicant/Event Organizer to provide proof of insurance or other related documents depending on the scope or location of the event.

- Comprehensive listing of all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers must be submitted no later than forty-five (45) business days prior to the event.
- All certificates of insurance, required extensions to said insurance certificates, copies of insurance policies and insurance agreements must be submitted no later than thirty (30) business days prior to the event.

If insurance requirements are not met at least twenty (20) business days prior to the date of the event, your event will be cancelled!

The City of Apopka defines an Applicant/Event Organizer as any individual or organization that is responsible for all aspects of an event to include advertising, marketing, talent costs, insurance, hold harmless agreement contracts, along with all the revenues and expenses for the event. The Applicant/Event Organizer agrees to conduct this event in accordance with the City of Apopka Code of Ordinances (Chapters 46 and 62).

REQUIREMENTS

- Applicant/Event Organizer recognizes the City's authority to halt the operation of the above listed event due to inclement weather or any other safety concern that may arise.
- The City is not responsible or liable for any damage, loss or theft to any vendor or event participant.
- Applicant/Event Organizer agrees that the City may use photographic images and video taken at the event in promotions and publications. These images may be used online or provided to media outlets and/or used in social media applications.

INSURANCE

Before activity setup, or any other site activity begins, Applicant/Event Organizer must have a Certificate of Liability Insurance **(including all extensions to the insurance certificate—to also include a copy of the complete insurance policy)** on file with the City's Risk Management Division. The cost of such insurance shall be the responsibility of the Applicant/Event Organizer and must meet ALL requirements as directed by the City of Apopka. The City reserves the right to increase coverage as determined for higher risk events or activities. This insurance policy must remain in effect throughout the entire duration of the property use beginning with load-in and ending at the conclusion of load-out.

- Applicant/Event Organizer shall, at its sole cost and expense, procure and maintain throughout the term of this agreement, Commercial General Liability and Workers' Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law. If such GL insurance contains a general aggregate limit, it shall apply separately to this event in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. Damage to rented premises shall be included at \$100,000. The event Applicant/Event Organizer and their representatives who wish to drive on City property to set up or tear down for events, and/or Food Trucks and/or any vehicle that functions as the workplace or is used to perform contracted work must provide an Automobile Liability insurance policy in the minimum amount of \$300,000 Combined Single Limit. If alcohol is being served, the Applicant/Event Organizer shall provide evidence of coverage for liquor liability in the minimum amount of \$1,000,000. The insurance policy must not exclude Personal Injury/Advertising Injury, Medical, volunteer coverage or spectator liability.
- All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty days written notice to the City's contract administrator; 2) be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies; and 3) be approved as to form and sufficiency by the City's contract administrator. The original insurance certificate(s) and all extensions to the insurance certificate(s) should be sent to: City of Apopka, Risk Management, 120 East Main Street, Apopka, FL 32703 or e-mailed to riskmanagement@apopka.net. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- Applicant/Event Organizer is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by the Applicant/Event Organizer as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Applicant/Event Organizer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Applicant/Event Organizer as required herein.
- Applicant/Event Organizer shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and entertainers, maintain insurance meeting all of the requirements stated herein. Furthermore, the insurance policy held by the Applicant/Event Organizer shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Applicant/Event Organizer by a subcontractor. The Certificate of Insurance submitted by the Applicant/Event Organizer must clearly state that all such subcontractors are "Named Insureds".

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

By signing below, I acknowledge that I have read and understand the insurance requirements contained herein. I further understand that my permit application may be declined if I fail to provide the appropriate insurance coverage.

Signature of Applicant



Name of Applicant

Ella Duke

Title of Applicant

Owner

Sponsoring Organization Name

Propagate Social House

CITY OF APOPKA - RESTAURANT/CAFE/DELI/SNACK BAR

CITY OF APOPKA
120 E MAIN ST
APOPKA, FL 32703
407-703-1712

License Id: 24-02560
Effective Date: 10/01/23
License Type: RESTAURANT/CAFE/DELI/SNACK BAR
L19000086478
G21000039200

Issued Date: 09/30/23
Expiration Date: 09/30/24

Business Name: PROPAGATE SOCIAL HOUSE
Business Location: 40 E 5TH ST
Conditions:

DBPR SEAS815306 EXP 04/01/2024
BEV5813923 EXP 09/30/2024

Description
RESTAURANT/CAFE/DELI



Please note that this is verification that you have paid your City of Apopka business tax. This does not give you permission to operate your business.

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

CITY OF APOPKA
120 E MAIN ST
APOPKA, FL 32703
407-703-1712

License Id: 24-02561
Effective Date: 10/01/23
License Type: RETAIL
L19000086478
G21000039200
Business Name: PROPAGATE SOCIAL HOUSE
Business Location: 40 E 5TH ST
Conditions:

Issued Date: 09/30/23
Expiration Date: 09/30/24



Description
MERCHANT-RETAIL

Please note that this is verification that you have paid your City of Apopka business tax. This does not give you permission to operate your business.

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

Market on Fifth

From Radley Williams <RWilliams@Apopka.net>

Date Wed 10/2/2024 11:48 AM

Cc Jacob Smith <JSmith@apopka.net>; Michael McKinley <mmckinley@apopka.net>; Wilfredo Rivera-Sanchez <wrivera-sanchez@apopka.net>; Carolyn Ray <CRay@apopka.net>

 1 attachments (4 MB)

IMG_0445.jpeg;

Good morning Mayor and Commissioners,

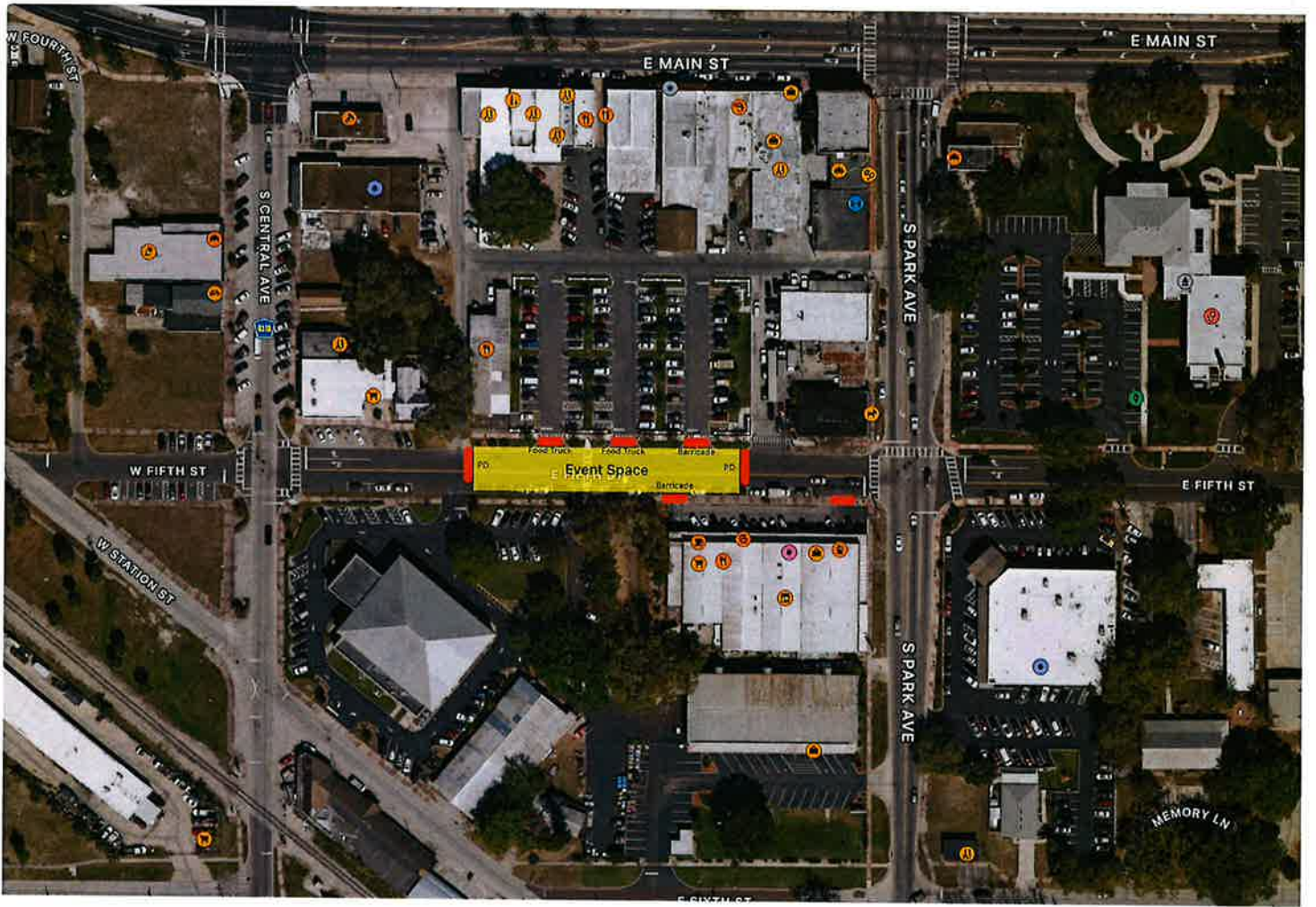
Chief McKinley, Chief Sanchez, staff, and I met again this morning to review the Market on Fifth street closure plan from a public safety standpoint. The attached overhead shows the planned closure area and will require two officers to maintain the closures on Fifth. This plan also provides access for fire services should they be needed. The Market on Fifth event organizer has also reviewed the attached and indicated this would improve the event as the current event layout requires the closure of a large area of parking in the 5th street parking lot. This layout will be shown at the meeting during the presentation as well, but wanted to get it to you in advance as well.

Thank you,

Radley

Get [Outlook for iOS](#)

partnership
agreement.





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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement:") is entered into this 2ND day of OCTOBER, 2024 between the CITY OF APOPKA, a Florida municipal corporation having a business address of 120 East Main Street, Apopka, Florida, 32703 ("Licensor") and CO-PACKING USA, LLC, DBA PROPAGATE SOCIAL HOUSE, having an address of 40 E 5th Street, Apopka, Florida, 32703 ("Licensee"), (both Licensor and Licensee may be collectively referred to herein as the "parties").

RECITALS

WHEREAS, Licensor, the CITY OF APOPKA, desires to provide its residents with a quality farmers market; and

WHEREAS, the Licensee, CO-PACKING USA, LLC, is engaged in the business of managing retail food establishment(s) and organizing special community events, including but not limited to farmers markets; and

WHEREAS, the Licensor desires to provide the Licensee with an exclusive license to provide Services as described herein to the Licensor regarding the management of the MARKET ON FIFTH STREET weekly farmers market event (hereinafter referred to as "Market") held on municipal property located on the north side of E 5th Street, near 40 E 5th Street, Apopka, Florida, 32703 (hereinafter referred to as "event site").

NOW, THEREFORE, in consideration of the preceding, the mutual promises and obligations contained here, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Grant and Acceptance of License.** Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, subject to terms, conditions, and obligations set forth herein, an exclusive limited license to perform Services as described below to the Market at the event site.
3. **Term of the Agreement and Termination.** The term of this Agreement shall commence on the 2nd day of October, 2024, and shall expire on the 1 day of October, 2025. Licensor may grant Licensee annual one-year renewals at Licensor's discretion. Licensor or Licensee may terminate this Agreement for any reason, or no reason, without any penalty or cost to Licensor, upon thirty (30) days prior written notice. Upon termination of this Agreement, the Licensee agrees to promptly remove all its property from the event site and City property and return any property belonging to the Licensor.
4. **Compensation.** Licensee shall receive all rights (and all responsibilities and obligations thereto) to the Services as defined herein as payment. Licensee shall be responsible for any and all taxes due to the State of Florida in accordance with applicable statutes.

5. **The Services.** The parties agree that the Market day and time will be every Friday from 5:30 p.m. to 9:30 p.m. (Licensor may cancel any specific Market date based on the needs of the City due to other events, holidays, or extreme weather. Licensor and Licensee may mutually agree to modify any Market days or times in the best interest of both parties.) Licensee shall provide the following described Services in the management of the Market:
- a. Manage vendor applications and approvals. As soon as the application is created it will be provided to the Licensor for review so that all legal names and entities will be included in the final application. Licensee will work to enforce any restrictions on vendor approvals (for example, no hot food vendors, no promotional vendors) as may be determined by Licensor.
 - b. On-site management. Licensee shall provide for on-site management of the Market from 3:00 p.m. to 10:00 p.m. including:
 - 1) Insuring the Market's compliance with all City codes and applicable permit requirements.
 - 2) Coordinating Load-in and Load-out of vendors to and from designated spaces. Management will be present at 3:00 p.m. and Load-in will commence between the hours 3:30 p.m. and 5:30 p.m. Load-out will commence between the hours of 9:30 p.m. and 10:00 p.m.
 - 3) Set-up of vendors in Market space by 2 (two) designated, on-site Market managers. This shall increase as vendor amounts increase. Recognizing that its employees or representatives will interface directly with customers, the Licensee will, upon request, replace immediately any employee or representative of the Licensee who fails to provide a high level of service, or who engages in any illegal, immoral, offensive, or other behavior detrimental to the Licensor, Licensor's employees or any customer. The Licensee represents and warrants to Licensor that the Licensee has subjected all of Licensee's representatives and employees to a criminal background check and that any representative or employees that do not satisfactorily pass such background checks, in accordance with Florida State Statute 435.04(2), will not be assigned to the Market.
 - 4) Management and disposal of garbage from receptacles. Licensor will provide access to a large waste receptacle for the Licensee to properly dispose of Market trash in efforts to keep the event site in pristine condition. Licensor will also provide limited on-site storage areas for Market materials to the best of Licensor's capabilities.
 - 5) Maintain current points of contact/on-call point of contact listing for any emergencies.
 - 6) Licensee shall provide all supplies and materials necessary for its employees or representatives in providing its services.

- c. Create social media and marketing advertisement, including but not limited to, creating a Market website, Facebook page and maintaining an ongoing Instagram account. Licensor retains full discretion to approve or to request changes to any advertisement.
6. **Licenses.** Licensee shall be responsible for and shall obtain any and all licenses required by the city, state, county, or other governing entity, including any and all occupational licenses or other required licenses and shall comply with applicable laws and regulations, including health regulations.
7. **Risk of Loss, Indemnification and Liability Insurance.** Licensee agrees, for the term of the Agreement and any renewal period, that:
 - a. All property of any kind and nature belonging to Licensee, to any employee of Licensee, or to any person acting under the direction or control of Licensee relating to the Market, will be at the sole risk of Licensee and not Licensor; and
 - b. Licensee, and its agents and employees, will save, hold harmless and indemnify Licensor and its affiliates and their respective officers, directors, employees, agents, successors, and assigns, against any and all liabilities, damages, losses, expenses, claims, demands, penalties, suits, fines, and causes of action as a result of any loss or damage occasioned by the performance or non-performance of this Agreement, whether such loss or damage is caused by Licensee, an employee or invitee of Licensee, or any person acting under the direction or control of Licensee; and
 - c. Licensee, and its agents and employees, will save, hold harmless and indemnify Licensor and its affiliates and their respective officers, directors, employees, agents, successors, and assigns against any claim or damage resulting from the Services provided or to be provided or arranged through licensee to any customer, vendor, or employees, or resulting from any action or inaction on the part of Licensee, any employee of Licensee, or any person acting under the direction or control of Licensee in performing the Services.
 - d. Licensee shall, at its sole cost and expense, procure and maintain throughout the term of this agreement and any renewal period, the following insurance coverages:

Commercial General Liability Insurance with minimum policy limits of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate, combined single limit for bodily injury and property damage. The policy must include, without limitation, coverage for damage to rented premises, medical expenses, personal and advertising injury, and products and completed operations. The policy must include, and shall not exclude, coverages for Spectator Liability, or Assault, Battery or other Physical Altercation coverage. If alcohol is being served, the Licensee and/or licensed Concessionaire shall provide evidence of coverage for Liquor Liability in the minimum amount of One Million Dollars (\$1,000,000). Furthermore, the policy shall not exclude any activities specific to the type and scope of the Market.

Commercial Automobile Insurance is required of any auto (including owned, hired and non-owned autos) used in connection with this event, including but not limited to autos driven on property to set up or tear down for events, food trucks and/or any vehicle that functions as the workplace or is used to perform contracted work. Policy limits shall be in the minimum amount of Fifty Thousand Dollars (\$50,000) Combined Single Limit for personal type vehicles; One Million Dollars (\$1,000,000) for food trucks and Commercial Motor Vehicles (CMV's).

Workers' Compensation Insurance shall be maintained in force throughout the duration of the Market and in compliance with statutory requirements of the State of Florida, including Employers' Liability. In the event that the Licensee is exempt from Workers' Compensation requirements, verification of such exemption must be provided to the Licensors.

All insurance policies shall:

- Name the City of Apopka as an additional insured on all policies except Workers' Compensation; and
- Provide a Waiver of Subrogation in favor of the City of Apopka on all lines including Workers' Compensation; and
- Provide that coverage is Primary and Non-Contributory to any insurance or self-insurance to the City; and
- Provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the Licensors; and
- Be written with an insurance company having an A.M. Best Rating of at least the "A" category and size category of VIII; and
- Be evidenced by an endorsed Certificate of Insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage as well as furnishing the Licensors with a copy of said insurance policy(ies) or a copy of the policy form list schedule and endorsement pages; and
- Be approved as to form and sufficiency by the Licensors' contract administrator; and
- The original insurance certificates, and all extensions to the insurance certificate, shall be sent to:

**City of Apopka
120 East Main Street
Apopka, Florida 32703**

Licensee is solely responsible for all applicable policy premiums, deductibles, and/or self-insured retention attached to any required coverages. Said insurance coverages procured by Licensee as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and Licensee agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the

City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Licensee as required herein.

Licensee shall require and verify that all subcontractors, including but not limited to concessionaires, vendors, exhibitors, and event security firm(s), maintain insurance meeting all of the requirements stated herein, and include the City of Apopka as an additional insured. Furthermore, the insurance policy held by the Licensee shall have no endorsement(s) restricting, limiting or excluding the subcontractors or work on behalf of the Licensee by a subcontractor. Upon written request, the Licensee shall provide copies of documentation that verifies the additional insured status of the City of Apopka from these subcontractors.

- e. Licensors expressly retains all rights and benefits of sovereign immunity in accordance with state law. Nothing in this Agreement shall be construed to waive the Licensors' sovereign immunity nor extend liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against Licensors which would otherwise be barred under the doctrine of sovereign immunity or operation of law.
- 8. Public Records. Whereas Licensors is a municipal corporation as a political subdivision of the State of Florida and is thereby bound to Public Record laws codified at Section 119.01 et. Seq., Florida Statutes; the parties agree that this Agreement, all documents provided to the Licensors and correspondence between the parties may be public records and no assurances of confidentiality by the Licensors have been given.
- 9. Notices. All notices and other communications under this Agreement shall be in writing and must be hand-delivered or sent by U.S. certified mail, postage prepaid, to the addresses listed as follows, or such other addresses as a party for itself shall have given notice:

Licensors: City of Apopka
 Attn: Jacob Smith, City Administrator
 120 E Main Street
 Apopka, FL 32703

Licensee: Co. Packing USA, LLC
 Attn: Gabriella Duke
 40 E 5th Street
 Apopka, FL 32703

- 10. Controlling Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Florida. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement, in the United States District County Courts in and for Orange County, Florida.

11. Attorney Fees and Costs. In any action at law or in equity brought under this Agreement, the prevailing party shall be reimbursed by the other party for all costs of bringing or defending the action through the completing of all appeals, including, but not limited to, reasonable attorney fees and court costs.
12. Entire Agreement, Modification and Severability. This Agreement expresses the entire agreement between the parties. The parties' duties hereunder shall not be modified or changed or rescinded by any oral or other prose and no written modification shall be binding unless approved in writing by an authorized representative of each party. Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
13. Waiver. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
14. No joint Venture. Any intention to create a joint venture or partnership relationship between Licensor and Licensee is hereby disclaimed.
15. No Assignment. This Agreement is not assignable, in whole or in part, by Licensee without prior written consent of Licensor.
16. Construction. The paragraph and section heading contained in this Agreement are for convenience and reference only and shall in no way be used to construe or modify the provisions of this Agreement. Pronouns of any gender shall include and mean all other genders and singular shall include the plural as the context may require.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

LICENSEE:

CO-PACKING USA, LLC



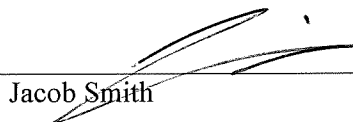
Gabriella Duke

Its: President/CEO

Date: 10/03/2024

LICENSOR:

CITY OF APOPKA, FLORIDA



Jacob Smith

Its: City Administrator

Date: 10-3-24



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 3.

Meeting Date: November 6, 2024

Department: Community Development

SUBJECT:

Dutch Bros Coffee - Transportation Impact Fee Credit Agreement

REQUEST:

Approve a Transportation Impact Fee Credit Agreement with Cole Valley Partners – Apopka DB, LLC for \$77,584.60, to be reimbursed for the construction of cross-access connection from Dutch Bros Coffee to the Home Inn & Suites and the traffic signal at Errol Parkway and US 441.

SUMMARY:

Dutch Bros Coffee site plan for 1434 W Orange Blossom Trail was approved by the Development Review Committee on July 10, 2024. At the same time that the project was undergoing the development review process, City staff discussed its desire for the site to have cross connectivity to the Home Inn & Suites to the improved signal at US 441 and Errol Parkway. Because the connection provides additional roadway capacity and is considered a safety project, Dutch Bros were told they may receive transportation impact fee credits up to the amount of the impact fees they would be required to pay at building permit issuance. Therefore, Dutch Bros pursued impact fee credits by negotiating with Home Inn & Suites to acquire an easement for the connection. after a lengthy negotiation, Dutch Bros reached an agreement with the hotel and are now ready to enter into an agreement with the City for transportation impact fee credits.

While the connection may benefit Dutch Bros, their site will work without. However, the cross connection will eliminate the need for northbound traffic to U-turn at the Errol Parkway/US 441 signal and enter via the driveway shared with North Orange Animal Hospital. It will also allow drivers heading north from both Dutch Bros and the Animal Hospital to exit via the traffic signal, eliminating the need to make the often difficult and dangerous U-turn on US 441 via the directional median opening on US 441. The cross-access provides all three businesses with second access, particularly beneficial at critical times for emergency services.

This cross-access has been contemplated by the City as a safety improvement since the decision to rebuild the signal and cross-access was installed from the adjacent properties and the signal.

The transportation impact fees have already been paid to the City and will be reimbursed to the developer upon completion and acceptance of the cross-access connection.

FUNDING SOURCE:

Transportation Impact Fee Account # 102-3413-541-6300

RECOMMENDED MOTION:

Approve the Transportation Impact Fee Credit Agreement with Cole Valley Partners – Apopka DB, LLC, and reimburse \$77,584.60 upon completion and City acceptance of the cross-access connection.

ATTACHMENTS:

1. Dutch Bros - Transportation Impact Fee Agreement 102924

2. Letter from Cole Valley Partners - Dutch Bros 8124
3. Dutch Bros Apopka - Minor Development Plan/CSP

DUTCH BROS COFFEE
CONSTRUCTION AND TRANSPORTATION IMPACT FEE AGREEMENT

THIS AGREEMENT is entered into by and between CVP – APOPKA DB, LLC, LLC, a Florida limited liability company, the record title property owner whose mailing address is 2188 SW Park Pl, Suite 100, Portland, OR 97205 ("**Owner**"), and the CITY OF APOPKA, a Florida municipal corporation, whose mailing address is 120 East Main Street, Apopka, Florida 32703 ("**City**").

WHEREAS, Owner is the fee simple owner of that certain real property being approximately 0.79+/- acres in size, located in the City of Apopka, and is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**");

WHEREAS, Owner is building a drive-through Dutch Bros coffee shop that brings high-quality coffees, energy drinks, and other beverages to the City of Apopka, together with all related amenities and appurtenances on the Property (the "**Project**");

WHEREAS, Owner submitted a Traffic Impact Analysis ("**TIA**") to City which has been reviewed and approved. The approved TIA did not require offsite improvements to be implemented in relation to the Project, but Owner nonetheless has prepared to develop offsite improvements that simultaneously improve the safety and accessibility of the nearby intersection of Highway 441 and Errol Parkway as well as both ingress and egress to the Property itself (the "**Traffic Improvements**");

WHEREAS, as a condition precedent to building the Traffic Improvements, Owner was compelled to pay for approval of its neighbors, most especially Shree Ram Dev LLC, the owner of real property located approximately northwest of the Property and which is directly adjacent to the signalized intersection at Errol Parkway and Highway 441 (the "Motel Property");

WHEREAS, Owner has already paid several hundred thousand dollars to prepare for the Traffic Improvements, which will accrue to the benefit of residents in the City of Apopka and their guests;

WHEREAS, the City has approved the plans submitted by Owner for the Traffic Improvements (the "**Approved Plans**"). The Traffic Improvements include construction of an access road that runs south of Highway 441, cutting from Errol Parkway across the Motel Property straight through to the Property, which will, among other things, allow the traffic heading north on Highway 441 to simply perform a left turn at Errol Parkway instead of a dangerous u-turn to head south on Highway 441;

WHEREAS, the City assessed an impact fee for the Project of \$77,584.60, but has agreed that the Traffic Improvements will qualify for transportation impact fee credits with respect to the Project; and

WHEREAS, Owner and the City have agreed that Owner should receive a total credit for the assessed traffic impact fee from the City based on Owner's current and expected expenditures on the Project (\$375,000.00 to purchase access across the Motel Property for the Traffic Improvements and \$98,205.00 for the cost to construct the access drive) and that such a credit is in the public interest because the Traffic Improvements are in the public interest and improve the health, safety, and welfare of the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

2. Impact Fee Credit. City and Owner agree that Owner shall receive a credit in the amount of \$77,584.60 against its impact fee liability, contingent upon the following condition: Owner must complete construction the access drive consistent with the permitted plans with the City no later than six (6) months from the time Owner receives the permit. This is intended to be a total credit for the impact fee that would otherwise be assessed to Owner for Project. In the event Owner fails to fulfill this condition, then this Agreement shall be null and void.
3. Effective Date. The effective date of this Agreement shall be the last date upon which all parties hereto cause this Agreement to be executed as indicated below their respective signatures.
4. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
5. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Orange County, State of Florida.
6. Recordation. This Agreement will be recorded in the Public Records of Orange County, Florida, at Owner's expense.
7. Indemnification. The Owner shall indemnify and hold harmless the City and their respective officers, employees, and agents, from and against all claims, damages, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the Owner's construction of improvements or performance of operations under this Agreement.
8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e. facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

CITY:

ATTEST:

CITY OF APOPKA, a Florida municipal corporation

Susan Bone
City Clerk

Bryan Nelson
Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed before me by means of ☐ physical presence or ☐ online notarization this ____ of _____, 2024, by _____, as _____, respectively, of the City of Apopka, on behalf of the City, who are personally known to me or has produced _____ as identification.

[SEAL]

Print:
My Commission Expires:

OWNER:

CVP – APOPKA DB, LLC, a Florida limited liability company

John Zachary Bonsall, Trustee of The Kelley and Zach Bonsall Family Trust dated July 22, 2013, as Administrative Member of Cole Valley Partners, LLC, an Arizona limited liability company, as Manager of CVP – Asset Manager, LLC, an Arizona limited liability company, as Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me by means of ☐ physical presence or ☐ online notarization this ____ of _____, 2024, JOHN ZACHARY BONSALL as Trustee of The Kelley and Zach Bonsall Family Trust u/t/d 7/22/2013, as Administrative Member of Cole Valley Partners, LLC, an Arizona limited liability company, as Manager of CVP – Asset Manager, LLC, an Arizona limited liability company, as Manager of CVP – Apopka DB, LLC, a Florida limited liability company, _____ who is personally known to me, or _____ who has produced _____ as identification.

[SEAL]

Print:
My Commission Expires:



COLE VALLEY
PARTNERS

August 1, 2024

City of Apopka
120 E Main Street
Apopka, FL 32703

Subject: Impact Fee Credit Request for Dutch Bros Coffee Store Development

Dear Mayor Nelson & Council Members,

We are writing to inform you of our ongoing project and to request your support regarding an impact fee credit. Our company, Cole Valley Partners, is committed to investing in the City and motivated to continue the development of a Dutch Bros Coffee at 1432 W Orange Blossom Trail, Apopka, FL 32712.

We have purchased this 0.75-acre lot and have negotiated a cross-access agreement with the motel to our west. This agreement, which cost us \$375,000, allows both our lot and the adjacent veterinarian's lot to access the traffic light west of the motel, significantly improving traffic circulation for the area. We have received approval on our civil drawings, and expect to be fully permit-ready in August.

Since Summer 2023, we have been working with Pam Richmond, who indicated as of March 1, 2024, that a City attorney was preparing an impact fee credit agreement amounting to \$77,584.60. Given Pam's departure from the City, we seek assurance that we can still obtain this credit, especially considering the significant expenses we have incurred to secure cross-access.

Pam requested a bid for the shared access drive work, which we obtained from a general contractor. The bid amounted to \$83,368 without the contractor's overhead and profit (OH+P), or \$98,205 with OH+P. This is in addition to the \$375,000 we paid for the easement. Attached for your reference is the recorded easement document, including exhibits that illustrate the cross-access connections on all three parcels.

Our understanding has been that the cost of these cross-access improvements should offset the impact fees, thus justifying a waiver of these fees. The overall cost of our project is substantial, and the impact fee credit is crucial for us to proceed efficiently. We are working diligently to get the Dutch Bros Coffee shop open around year end, and are excited to give the City of Apopka a new option to get coffee and blended drinks.

We appreciate your attention to this matter and are eager to continue our investment in Apopka. Your support is appreciated.

Thank you for your consideration.

Sincerely,

Mitchell Reynolds
CVP - Apopka DB, LLC
Development Manager



COLE VALLEY

PARTNERS

Attachments:

1. Email from Pam Richmond indicating an Attorney was working on the documentation to finalize this impact fee credit process.
2. Bid documents from a general contractor showing the cost of these shared access improvements.
3. Recorded easement memorializing cross-access through the motel, Dutch Bros Coffee parcel, and veterinarian parcel.

Thursday, August 1, 2024 at 11:38:54 Pacific Daylight Time

Subject: RE: Call Follow Up (Dutch Bros Coffee, Apopka)
Date: Friday, March 1, 2024 at 1:34:10 PM Pacific Standard Time
From: Pamela Richmond
To: Mitchell Reynolds, Robert Holihan
CC: Rutuja Dhuru, braden.bernards@cvpre.com
Attachments: image003.jpg, image004.jpg

Hey Mitchell,

This is all I need. I spoke with my attorney about drafting your impact fee credit agreement, so that is in the works. I'm hoping to have the agreement to you by the end next week.

Your transportation impact fees will be \$77,584.60. I am reviewing the cost sheets you gave me. I need to verify that everything submitted is impact fee creditable. I'll have that done soon.

I called you today and tried to leave you a VM, but it wasn't accepting messages. We can talk next week.
Pam

From: Mitchell Reynolds <mitchell.reynolds@cvpre.com>
Sent: Wednesday, February 28, 2024 6:59 PM
To: Robert Holihan <Robert.Holihan@srsre.com>; Pamela Richmond <PRichmond@apopka.net>
Cc: Rutuja Dhuru <rutuja.dhuru@cvpre.com>; braden.bernards@cvpre.com
Subject: Re: Call Follow Up (Dutch Bros Coffee, Apopka)

CAUTION: This Email originated from a source outside the City of Apopka. Do not click on links or open attachments unless you recognize the sender and you know the content is safe.

Pam- do you need anything else from us at this time?

Mitchell Reynolds
Cole Valley Partners
Development Manager
918-934-0288 (M)

www.cvpre.com

2188 SW Park Place, Suite 100
Portland, OR 97205

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From: Mitchell Reynolds <mitchell.reynolds@cvpre.com>
Date: Tuesday, February 20, 2024 at 10:31 AM
To: Robert Holihan <Robert.Holihan@srsre.com>, PRichmond@apopka.net
<PRichmond@apopka.net>
Cc: Rutuja Dhuru <rutuja.dhuru@cvpre.com>, braden.bernards@cvpre.com
<braden.bernards@cvpre.com>
Subject: Re: Call Follow Up (Dutch Bros Coffee, Apopka)

Pam-

Thanks for chatting last week!! Our GC put together the attached budget for the cross-access drive and associated work.

The total budget is \$83,368 without GC's OH+P or \$98,205 with GC's OH+P.

Do you need anything else from me at this time to kick off the impact fee credit documents?

Thanks,
Mitchell

Mitchell Reynolds
Cole Valley Partners
Development Manager
918-934-0288 (M)

www.cvpre.com

2188 SW Park Place, Suite 100
Portland, OR 97205

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From: Mitchell Reynolds <mitchell.reynolds@cvpre.com>

Date: Tuesday, February 13, 2024 at 11:27 AM

To: Robert Holihan <Robert.Holihan@srsre.com>, PRichmond@apopka.net
<PRichmond@apopka.net>

Subject: Re: Call Follow Up (Dutch Bros Coffee, Apopka)

Pam-

I wanted to reach out as we have just officially filed for our building permits! We should be submitting our site plan/civil application today or tomorrow as well.

Our building permit number is: B-24-415.

We are close to executing the cross-access agreement with the motel owner, and will end up paying them a large amount of money to sign that document.

We will send over that signed doc once complete. Is there anything else specifically we need to do in order to get the impact fee credit?

Thanks!!
Mitchell

Mitchell Reynolds

Cole Valley Partners
Development Manager
918-934-0288 (M)

www.cvppe.com

2188 SW Park Place, Suite 100
Portland, OR 97205

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From: Robert Holihan <Robert.Holihan@srsre.com>

Date: Tuesday, June 6, 2023 at 9:06 PM

To: PRichmond@apopka.net <PRichmond@apopka.net>

Cc: Mitchell Reynolds <mitchell.reynolds@cvppe.com>

Subject: Call Follow Up

Good Evening Pam,

I wanted to thank you again for your time and generous guidance today over the phone. Mitchell and I are grateful for your direction as we navigate cross access with the motel owner, as well as a few other moving parts of the development process.

As discussed over the call, we wanted to follow up with you on two main items: the new infrastructure plans for Errol & 441, as well as the updated impact fees schedule for the City of Apopka.

If you could send these items over at your convenience, we would really appreciate it. Thanks again Pam and look forward to hearing from you 😊

Robert Holihan

Senior Associate

SRS Real Estate Partners

D 407.563.6125 **M** 407.375.3159

[vCard](#) [LinkedIn](#) [Instagram](#) [Twitter](#) [Facebook](#) [SRSRE.COM](#)

200 South Orange Avenue, Suite 1300 | Orlando, FL 32801

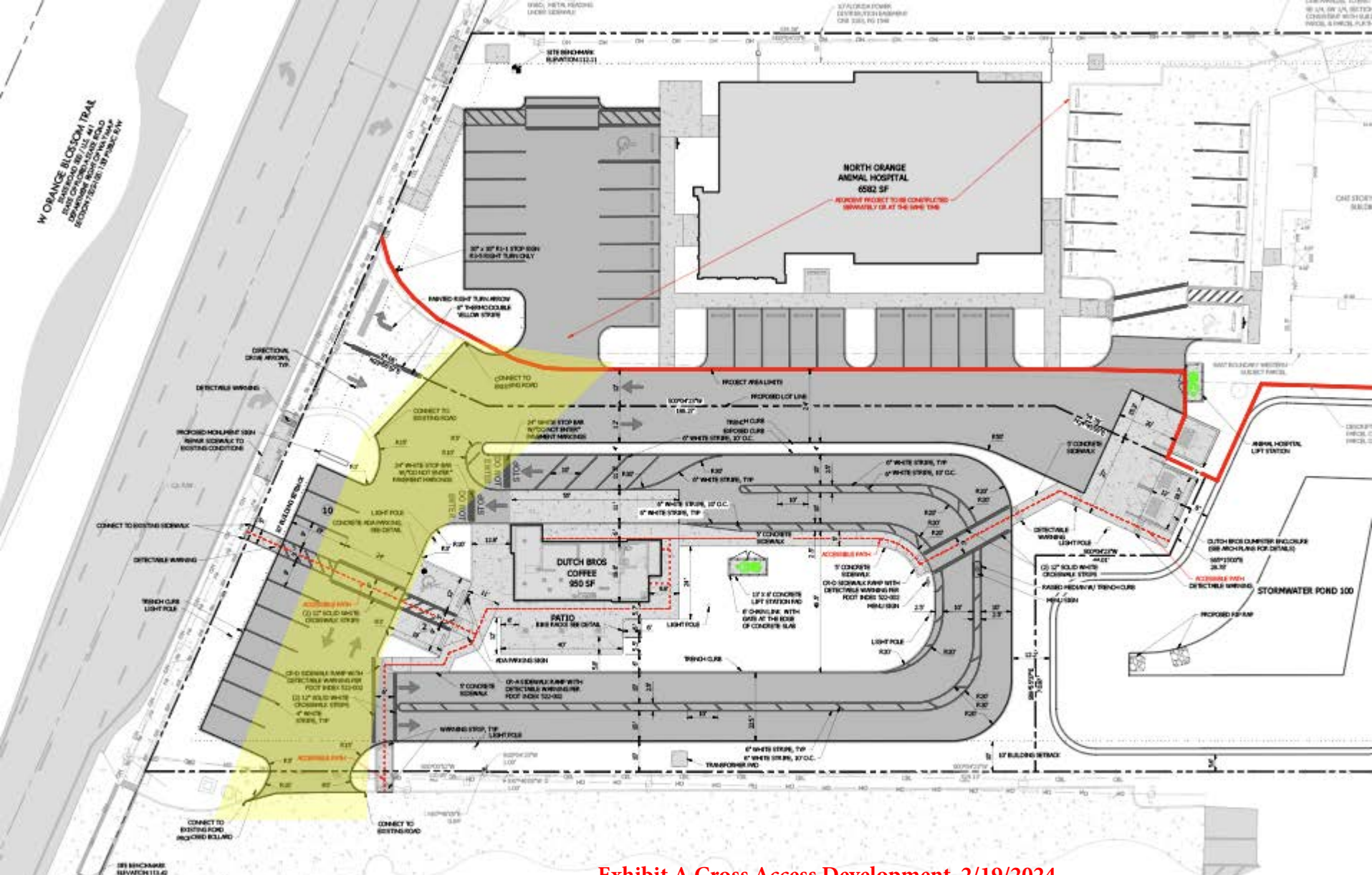


Exhibit A Cross Access Development 2/19/2024

Dutch Bros Apopka
Cross Access Easement

Project name	Dutch Bros Apopka 1432 W Orange Blossom Trail Apopka FL 32712
Job size	950 SF
Bid date	8/24/2023 5:00 PM
Report format	Sorted by 'Group phase/Phase' 'Detail' summary

Group	Phase	Description	Takeoff Quantity	Labor Cost/Unit	Material Price	Material Amount	Sub Amount	Total Amount	Grand Total
01000		General Conditions							
	01001	General Conditions							
		General Conditions	3,668.00 Isum	-	-	-	3,668	3,668	4,218
		General Conditions					3,668	3,668	4,218
	01043	Project Supervision							
		Project Superintendent (Week)	1.00 week	##### /week	-	-	-	1,925	2,214
		Project Supervision						1,925	2,214
	01052	Engineering Fees							
		Engineering (Survey) Layout	3,039.00 Isum	-	-	-	3,039	3,039	3,495
		Engineering Fees					3,039	3,039	3,495
	01070	Permits							
		Permit Cost - By Owner - Paid CO	\$	-	1.00 /Isum		-		
	01400	Testing							
		Testing (Allowance)	0.00 Isum	-	-	-	0	0	0
		General Conditions					6,707	8,632	9,927
02000		Sitework							
	02001	Sitework							
		Sitework	1.00 Isum	-	-	-	1	1	1
		Sitework					1	1	1
	02050	Demolition							
		Site Demolition (Sub) Grub & Grade	9,528.00 Isum	-	-	-	9,528	9,528	10,957
		Demolition					9,528	9,528	10,957
	02200	Earthwork							
		Earthwork (Sub) Cut/Fill/Compaction	19,352.00 Isum	-	-	-	19,352	19,352	22,255
		Earthwork					19,352	19,352	22,255
	02270	Erosion Control							
		Erosion Control (Sub)	0.00 Isum	-	-	-	0	0	0
	02510	Asphalt Paving							
		Ashpalt Paving (Sub)	26,884.00 Isum	-	-	-	26,884	26,884	30,917
		Asphalt Paving					26,884	26,884	30,917
	02521	Concrete Curbs							
		Concrete Curbs (Sub)	1,348.00 Isum	-	-	-	1,348	1,348	1,550
		Concrete Curbs					1,348	1,348	1,550
	02580	Pavement Markings							
		Pavement Markings (Sub)	1,872.00 Isum	-	-	-	1,872	1,872	2,153
		Pavement Markings					1,872	1,872	2,153
	02600	Water Service							
		Water Service (Sub)	0.00 Isum	-	-	-	0	0	0
	02700	Sewers & Drainage							
		Sanitary Sewer	0.00 Isum	-	-	-	0	0	0

Group	Phase	Description	Takeoff Quantity	Labor Cost/Unit	Material Price	Material Amount	Sub Amount	Total Amount	Grand Total
	02720	Site Drainage							
		Site Drainage (Sub)	13,509.00 lsum	-	-	-	13,509	13,509	15,535
		Site Drainage					13,509	13,509	15,535
	02810	Irrigation Systems							
		Irrigation Systems (Sub) Allow	0.00 lsum	-	-	-	0	0	0
		Sitework					72,494	72,494	83,368

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	1,925		38.500 hrs			2.026 /SF	2.06%
Material							
Subcontract	79,201					83.369 /SF	84.89%
Equipment							
Other							
	81,126	81,126				85.396 /SF	86.96 86.96%
Travel							
Sales Tax					L		
O&P	12.169			7.000 %	C		
				15.000 %	C		
Total		93,295				12.809 /SF 98.205 /SF	13.04%

We agree to do the above estimated work for the price of 93,295 dollars

Signature _____
Print Name _____
Date _____

Signature _____
Print Name _____
Date _____

RECORDING REQUESTED BY:)
AND WHEN RECORDED MAIL TO:)
)
CVP – Apopka DB, LLC)
2188 SW Park Place, Suite 100)
Portland, OR 97205)
)

Space Above This Line Is For Recorder's Use Only
APNs: 05-21-28-0000-00-010; 05-21-28-0000-00-075; 05-21-28-0000-00-031

RECIPROCAL ACCESS AND USE EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS AND USE EASEMENT AGREEMENT (“Agreement”) is made as of the 29th day of April, 2024 (“Effective Date”), by and between Shree Ram Dev, LLC, a Florida limited liability company (“Motel Parcel Owner”), CVP – APOPKA DB, LLC, a Florida limited liability company (“CVP Parcel Owner”), and Lloyd B. Bearden, DVM, P.A., a Florida professional association (“Vet Parcel Owner”). Motel Parcel Owner, CVP Parcel Owner, and Vet Parcel Owner may be referred to individually as an “Owner” or collectively as “Owners.”

RECITALS

- A. CVP Parcel Owner holds fee simple title to that certain real property legally described on Exhibit A-1 attached hereto (“CVP Parcel”).
- B. Motel Parcel Owner holds fee simple title to that certain real property legally described on Exhibit B-1 attached hereto (“Motel Parcel”).
- C. Vet Parcel Owner holds fee simple title to that certain real property legally described on Exhibit C-1 attached hereto (“Vet Parcel”).
- D. The CVP Parcel, Motel Parcel, and Vet Parcel being sometimes referred to individually as a “Parcel” and collectively referred to as the “Parcels”.
- E. The CVP Parcel and Motel Parcel together are the “Project”.
- F. The Owners desire to subject the Parcels to the easements hereinafter set forth to establish benefits and burdens on and for the Parcels.
- G. As used herein, the term “Owner” means, individually, and the term “Owners” means, collectively, the Parties named above, and all future owners of the fee interest of any portion of the Parcels, whether such fee interest is obtained through a purchase from a Party or

through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure or otherwise, and their successors and assigns.

AGREEMENT

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with the recitals incorporated by this reference, the Owners hereby grant, declare and establish, subject to the terms and conditions of this Agreement, the following:

1. Access and Utility Easement.

1.1. Grant of Easements. The Owners hereby grant and create the following easements (collectively the "Easements"), for the benefit of the Owners, the Parcels and all the agents, employees, customers, guests, patrons, invitees, and tenants and other occupants thereof, and for the limited purposes and uses of:

(a) Access Easement. A permanent, non-exclusive reciprocal access easement for vehicular and pedestrian ingress and egress on, over and across all paved driveways and similar areas for circulation of vehicular and pedestrian traffic, for the purpose of establishing ingress and egress to, from and between the Parcels and from and to any adjoining public or private road benefitting or serving the Parcels, including access to West Orange Blossom Trail ("Access Easement"). The extent of the Access Easement on the CVP Parcel shall be described in the attached Exhibit A-2, the extent of the Access Easement on the Motel Parcel shall be described in the attached Exhibit B-2, while the extent of the Access Easement on the Vet Parcel shall be described in the attached Exhibit C-2.

(b) No Parking Easement. There shall be no easement, right or grant of any right for cross-parking or shared parking on or between the Parcels or any other use of a Parcel by any other Owner or a non-Owner, except as set forth in this Agreement.

(c) Temporary Construction Easement. In connection with any construction work to be performed on the Parcels by any Owner or other party holding a leasehold interest in and to a Parcel or any portion thereof and the completion of improvements thereon, each Owner hereby grants to the other Owner a temporary construction easement ("Temporary Construction Easement") for incidental encroachments upon those portions of an Owner's Parcel not occupied by structures, paving or other improvements, excluding landscaping, which may occur as a result of such construction, so long as such encroachments are kept within the reasonable requirements of construction work, as determined by the burdened Owner, expeditiously pursued, and further so long as customary insurance is maintained protecting the Owner from the risks involved, with certificates of such insurance being delivered to the burdened Owner prior to commencement of any use of the Temporary Construction Easement. In no event shall an Owner stage any construction, construction equipment or materials on the Parcel of another Owner. Additionally, in no event shall any such construction work block or materially

impede pedestrian and vehicular access to and from any improvement on a Parcel and/or the adjoining public rights-of-way or other primary access point(s) to the improvements located on a Parcel. The Temporary Construction Easement herein granted shall automatically terminate, without any further action by either Owner, upon the later of; (i) the completion of the construction of the improvements upon the Parcels; or (ii) eighteen (18) months from the date construction first commenced upon any Parcel or sub-Parcel.

(d) Easements Non-Exclusive. The Easements granted herein shall be interpreted to permit the reasonable usage of the Easements in common with others on a non-exclusive basis by; (a) the Owners; (b) the successors and assigns of the Owners; (c) the agents, employees, customers, guests, patrons, invitees, and tenants and other occupants (including, without limitation, employees, customers, agents and invitees of such tenants or other occupants) of the Owners and their respective successors and assigns; and (d) sub-Parcels in the same manner as Parcels.

1.2 Damage or Destruction by an Owner. Any Owner who disturbs or damages all or any portion of another Owner's Parcel in the exercise of any rights under this Agreement, will, in a prompt and workmanlike manner, repair and restore the damage or disturbance as nearly as practicable to the condition that existed prior to the damage or disturbance. Any grading that materially alters the flow of surface water to, or materially alters the planned and approved drainage of another Owner's Parcel will likewise be repaired and restored as nearly as practicable to the planned and approved condition for the grading. All construction activities performed on a Parcel or within the adjacent rights-of-way will be coordinated with the other Owners to ensure adequate access is available to each Parcel.

2. Construction and Maintenance.

2.1 Construction and Maintenance of Site Work. CVP Parcel Owner shall construct the entryways, driveways, and circulation pathways on the Parcels ("Site Work") and CVP Parcel Owner shall be solely responsible for the costs of the Site Work, except to the extent that such construction and cost obligations relate to the Shared Access Drive described in Section 2.1 of the Shared Access and Utility Easement Agreement. CVP Parcel Owner shall hold the other Owners free and harmless from any costs, claims, mechanic's liens and damage occasioned by the Site Work. The Site Work shall also include a solid sidewalk, the surface of which is concrete or like-similarly robust material, as depicted in Exhibit D. All Site Work shall be done in conformity with all applicable laws and in a workmanlike manner. For Site Work on the Motel Parcel, CVP Parcel Owner may not begin performance of its obligations under this Section 2.1 until Motel Parcel Owner has approved the plans for such Site Work in writing to CVP Parcel Owner. CVP Parcel Owner shall not be required to return to Motel Parcel Owner for further approval of those plans unless they materially change.

2.2 Indemnity. Each Owner will indemnify, defend, and hold harmless (the "Indemnifying Owner") the other Owners (the "Indemnified Owner") for, from, and against any claims, expenses, liabilities, losses, liens (including mechanics liens), damages, and costs, including attorney fees in a reasonable amount, for the death of any person or any accident, injury, loss, or damage, however caused, to any person or property arising out of the Indemnifying

Owner's or its tenants or occupants exercise of the easement rights or arising out of the performance or non-performance of the obligations established in this Agreement. The indemnification obligation of an Indemnifying Owner as established above does not, however, extend to claims, etc. caused by the grossly negligent acts or intentional acts of the Indemnified Owner or its Occupant, and the indemnification obligations of an Owner shall not apply to the proportionate share of damage, etc., caused by those grossly negligent or intentional acts of the other Owner.

2.3 Maintenance of Site Work. Except as provided otherwise in this Agreement, after construction of the Site Work, each Owner shall maintain and repair such portion of the Site Work located on such Owner's Parcel in first class condition at its sole cost and expense, except in the event such repair or maintenance is required due to the reckless, negligent or intentional acts of the other Owner or such other Owners tenants, representatives, agents, customers, licensees, invitees or vendors, in which event such other Owner shall be solely responsible for the cost of any repair or maintenance. For purposes of this Agreement the term "maintenance" includes, but is not limited to, regular sweeping, washing, and removal of trash, litter, and refuse, removal of water, snow, and ice, as needed, from pavement, parking areas, and walkways, painting and striping of parking areas, repair and replacement of paving as necessary, repair and replacement of utilities maintenance of landscaped areas (including replacement and replanting, as needed), and maintenance and repair of lighting, fixtures, signage, directional signs, lines, and markers. Paved areas will be maintained in a level, smooth, and evenly-covered condition with the type of surfacing material originally installed or substituted as will be comparable in quality, use, and durability. Garbage, trash, rubbish, and other refuse will be stored in covered containers or compactors and removed at regular intervals, not less than weekly, at the Owner's expense. Undeveloped or vacant areas of the Parcels will be kept free from weeds, trash, and other debris and reasonably cleared and graded. Owner will not commit or suffer to be committed, any waste upon the land or any nuisance which may materially disturb the use and/or quiet enjoyment of any Owner of its Parcel.

2.4 Insurance. Prior to commencing the Site Work, CVP Parcel Owner shall procure, or cause its general contractor to procure, and until the completion of the work, maintain commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, which shall include coverage for bodily injury, property damage and/or death arising from their respective activities, and its contractors, agents and employees, or incident thereto. CVP Parcel Owner shall deliver to the other Owners a certificate of insurance naming them as an additional party insured and evidencing the existence of the insurance required by this Section prior to commencing any work.

2.5 No Obstructions; Compliance with Laws. The Owners of the Parcels shall not permit any structure to obstruct, impeded or interfere with the intended use of the Shared Drive Access further described on Exhibit D; provided that, the Owners may temporarily block the Shared Drive as necessary to perform maintenance and repair obligations or for construction purposes, to avoid any unwanted public use dedication, and to make changes to the driveway surfaces in such Owner's sole but reasonable discretion. The Owners shall use reasonable efforts to cause such maintenance and repair to be performed during non-business hours. After initial construction, the Shared Drive Accesses will not be altered, moved or modified in any way without the prior written approval of all

Owners. In using such Shared Drive Accesses, the Owners will comply with all applicable laws, codes, ordinances, and governmental regulations.

2.6 Manner of Performing Work. Whenever a party performs any construction, maintenance, or replacements required or permitted under this Agreement, the work will be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations. The work will be carried out in a manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable. Each party covenants and agrees that if it causes any damage to any paving, sidewalks, or other improvements within the Parcel of the other party in connection with the exercise of any right granted hereunder, the party that caused the damage will, at its sole cost and expense, cause such damage to be promptly repaired or restored. Promptly after completion of any such work, the party performing the work will return the surface of such Parcel to, as nearly as practicable, the condition in which it existed prior to the commencement of such work.

3. Default.

3.1 Owner Default. Except as otherwise set forth below, if any Owner fails to comply with its obligations hereunder (a "Defaulting Owner"), and if such failure should continue for ten (10) days, as to any monetary default, or thirty (30) days, as to any non-monetary default, after receipt of written notice of such failure from another Owner (the "Non-Defaulting Owner"), the Non-Defaulting Owner shall thereafter have the right to take all reasonable actions to correct or cure such default, and the Non-Defaulting Owner is hereby granted a temporary access, construction and/or maintenance easement, as applicable, upon Defaulting Owner's Parcel to perform such work on behalf of the Defaulting Owner, if necessary. The Defaulting Owner shall be liable for all costs incurred by Non-Defaulting Owner in performing such repairs or maintenance, plus interest thereon at a per annum rate of twelve percent (12%) (the "Agreed Rate") from the date incurred until the date paid.

3.2 Relief. In addition to any other rights and remedies that may be available to the Non-Defaulting Owner hereunder, the Non-Defaulting Owner shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such default by the Defaulting Owner. The rights and remedies of each Owner herein are intended to be cumulative, nonexclusive and exercisable singularly, consecutively or concurrently with any others. However, under no circumstances shall any Owner be liable to any other Owner for consequential, punitive or special damages, including, but not limited to business losses.

3.3 Disputes. All claims, disputes and other matters of controversy arising out of or relating to this Agreement or the breach thereof, and not resolved pursuant to the other provisions of this Agreement, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time the dispute arises in Orange County, Florida. Any such arbitration shall permit the Owners to provide a statement and evidence as to each Owner's position. The arbitrator shall evaluate evidence provided by each Party thereto and shall make a decision as promptly as possible. The Owners acknowledge that there is a benefit to the Owners in having work done as expeditiously

as possible and that there is a need for a streamlined method of making decisions described in this Section so that work is not delayed. The cost of arbitration shall be paid in full by the losing party or if the Owners settle the dispute prior to a final determination by any arbitrator then the arbitration fees shall be paid equally by the Owners. The arbitrator(s) shall base their award on applicable law and judicial precedent and, unless the parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and such judgment may be enforced against the interests in the Owners Parcels granted by this Agreement.

4. Eminent Domain; Taxes.

4.1 Owner's Right to Award. Nothing herein shall be construed to give any Owner any interest in any award or payment made to another Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting such other Owner's Parcels, or to give to the public or any government any rights in any portion of the Parcels. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Parcels, the award attributable to the land area and improvements of such portion of the Parcels shall be payable only to the Owner thereof.

4.2 Collateral Claims. Any Owner may file collateral claims with the condemning authority for its losses with respect to any taking of the easements granted herein, provided such claim is separate and apart from the value of the land and improvements taken from the Owner thereof and does not negatively affect the claim of the Owner of the land subject to the condemnation or taking.

4.3 Taxes. Each Owner shall pay or cause to be paid directly to the appropriate taxing authorities, prior to delinquency, all real property taxes and assessments which are levied against the Parcel or Parcels owned by such Owner.

4.4 Rights of Mortgagees. No provision of this Agreement will in any way defeat or render invalid the lien of any mortgage, deed of trust, or other similar consensual security instrument entered into in good faith and for valuable consideration, whether presently in existence or recorded in the future against a Parcel or any part of a Parcel; however, any lien of this type will be subordinate and subject to the provisions of this Agreement. If any Parcel or portion of a Parcel is purchased in connection with a foreclosure of the mortgage or security instrument or is conveyed to the party so secured in lieu of foreclosure, any person so acquiring or purchasing and his successors and assigns will hold any and all real property so purchased or acquired subject to the provisions of this Agreement. In connection with the execution of this Agreement, the Owners will obtain an agreement from the existing holders of the mortgage or other security instrument on their respective Parcels subordinating the terms of the mortgage or other security instrument on their respective Parcels to the terms of this Agreement.

5. Modification/Cancellation and Duration.

5.1 Modification. This Agreement may be modified or cancelled only by written agreement signed by the Owners of all Parcels or their respective successors and assigns, provided

that no such modification or cancellation shall be effective until recorded in the Official Public Records of Orange County, Florida.

5.2 Duration. Unless otherwise canceled or terminated, all of the easements, covenants, conditions and restrictions contained in this Agreement and the obligations of the Owners hereunder will continue in perpetuity; however, if any term or provision of this Agreement would otherwise be unlawful and void or voidable for violation of the rule against perpetuities or any other common law or statutory rule pertaining to the duration of the easements and rights, the term or provision will be effective only until the date that is 21 years after the death of the last surviving descendant, currently living as of the Effective Date, of the former or current Presidents of the United States alive on the Effective Date of this Agreement.

6. General Provisions

6.1 No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of the Parcels other than the easements, covenants, conditions and restrictions specifically set forth herein. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

6.2 Notices. Except as otherwise required by law, any notice required or permitted under this Agreement must be in writing and must be given either: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; or (iii) by any private overnight, "same day", or "next-day" delivery service, delivery charges prepaid with proof of receipt delivered to the Owner's at the addresses listed below. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (1) on the date of delivery, if personally delivered; or (2) on the date of delivery or first attempted delivery, if given by United States certified mail or overnight delivery service, as evidenced by the records of the delivery service. No notice will be deemed effective unless sent in one of the manners described above. Each subsequent "Owner" under the Agreement shall notify all other Owners in writing of its address for purposes of notice.

CVP Parcel Owner: Attn: John Zachary Bonsall
CVP – Apopka DB, LLC
2188 SW Park Place, Suite 100
Portland, OR 97205

With copies to: Christian Waugh
Waugh PLLC
201 E. Pine Street, Suite 315
Orlando, FL 32801
cwaugh@waugh.legal

Motel Parcel Owner: Attn: Davang Patel
Shree Ram Dev, LLC

1022 Lake Francis Drive
Apopka, FL 32712

Vet Parcel Owner: Attn: Dr. Lloyd B. Bearden, DVM
Lloyd B. Bearden, DVM, P.A.
1350 Lexington Parkway
Apopka, FL 32712
buckyb@cfl.rr.com

The address and addressees for the purpose of this Section 6.2 may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. The inability to deliver a notice because of a changed address of which no notice was given or an inoperative facsimile number for which no notice was given of a substitute number, or any rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by legal counsel for such party.

6.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by each Owner and in the same manner as required by this document.

6.4 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

6.5 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. Notwithstanding anything to the contrary in this Agreement, upon an Owner's sale of all of its Parcels comprising a part of any Parcel, such Owner shall be released from all liabilities and other obligations accruing under this Agreement from and after the effective date of such sale. Subject to the other provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, sublessees, successors and assigns.

6.6 Assignment of Declarant Rights and Obligations. Notwithstanding anything in this Agreement to the contrary, any Owner may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Agreement to any other Owner, provided that Owner accepts the assignment. Such assignment shall be evidenced by a written instrument executed by the assignor and the assignee and recorded in the Official Public Records of Orange County, Florida. Upon such assignment, the assigning Owner shall be released of any liabilities for any obligations or duties arising after such assignment with respect to the subject matter thereof.

6.7 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Parcels by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

6.8 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.9 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this document nor in any way affect the terms and provisions hereof.

6.10 Easements Not Exclusive. Except as expressly set forth herein, the easements granted herein are not exclusive and the Owners of the Parcels shall have the right to grant such other easements, rights or privileges on its Parcels to such persons and for such purposes as such Owner may determine in its sole discretion, so long as such purposes do not unreasonably interfere with such easement.

6.11 Estoppel Certificate. Each Owner, within fifteen (15) days of its receipt of a written request from the other Owner, shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to this Agreement as of the date of such certificate.

6.12 Force Majeure. Any Owner will be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions of this Agreement, if and only for as long as, the performance of any obligation is prevented, delayed, retarded, or hindered by act of God, fire, earthquake, flood, explosion, extraordinary action of the elements, war, invasion, insurrection, terrorism, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, law, order of government or civil, military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Owner (the "Force Majeure Event"). In order to be excused from performance for a Force Majeure Event, the Owner will provide notice to the other Owners within 5 business days following the onset of the Force Majeure Event, specifying the cause that prevents the Owner's performance and estimating the period of expected delay

6.13 Attorney Fees. If any suit, action or arbitration is brought for the enforcement for any provision of this Agreement, or is a result of any alleged breach of this Agreement or for a Agreement of rights and duties on this Agreement, the successful party or parties of the suit will be entitled to collect reasonable attorney fees from the losing party or parties and any judgment or decree rendered will include an award of the attorney fees.

6.14 Covenants Run with the Land. Each and all the easements and the provisions contained in this Agreement: (a) are made for the direct common mutual and reciprocal benefit of each Parcel; (b) will create mutual equitable servitudes upon each Parcel in favor of the land benefited; (c) will bind every person having a fee, leasehold, or other interest in any portion of the Parcels at any time or from time to time to the extent that the portion is affected or bound by the covenant, restriction, or provision in question, or that the covenant, restriction, or provision is to be performed on the portions; and (d) will inure to the benefit of the Owners (including occupants) and their respective successors and assigns as to the respective Parcels or sub-Parcels. To the extent an easement is declared as being appurtenant, the easement shall be interpreted to benefit and/or burden the applicable Parcel (the benefit and/ or burden of which will be appurtenant to fee title to the Parcel).

6.15 Recording. This Agreement may be recorded by any Party.

[Signature Pages Follow]

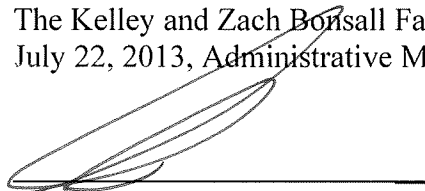
CVP PARCEL OWNER SIGNATURE

CVP – APOPKA DB, LLC,
a Florida limited liability company

By: CVP - Asset Manager, LLC, an Arizona limited
liability company, Manager

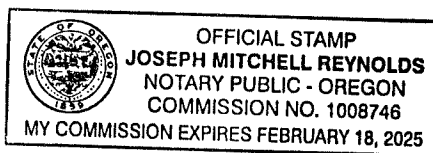
By: Cole Valley Partners, LLC, an Arizona limited
liability company, Manager

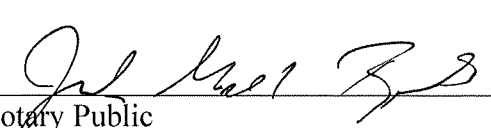
By: The Kelley and Zach Bonsall Family Trust Dated
July 22, 2013, Administrative Member

By: 
Name: John Zachary Bonsall
Its: Trustee

STATE OF OREGON
COUNTY OF MULTNOMAH

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this 3rd day of APRIL, 2024, by JOHN ZACHARY
BONSALL as Trustee of The Kelley and Zach Bonsall Family Trust u/t/d 7/22/2013, as
Administrative Member of Cole Valley Partners, LLC, an Arizona limited liability company, as
Manager of CVP – Asset Manager, LLC, an Arizona limited liability company, as Manager of CVP
– Apopka DB, LLC, a Florida limited liability company, ✓ who is personally known to me,
or who has produced as identification.




Notary Public
Print Name: Joseph Mitchell Reynolds
My Commission Expires: 2-18-2025

MOTEL PARCEL OWNER SIGNATURE

Shree Ram Dev, LLC,
a Florida limited liability company

By: [Signature]
Name: DAVANG V PATEL
Its: MANAGER

Witness: [Signature]
Printed Name: Ronna McCoy
Address: 5067 Portage St
North Canton OH 44720

Witness: [Signature]
Printed Name: Rachel Bowers
Address: 5067 Portage St
North Canton, OH 44720

STATE OF Ohio
COUNTY OF STARK

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 29th day of February, 2024, by
Davang Patel as Manager of Shree Ram Dev, LLC, a Florida
limited liability company, _____ who is personally known to me, or ☒ who has produced
OH DL as identification.



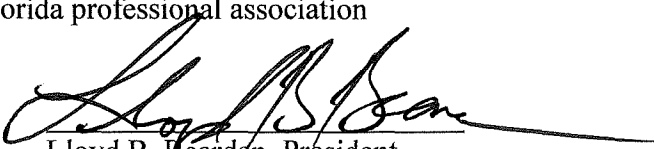
RONNA McCOY
Notary Public, State of Ohio
My Commission Expires
October 12, 2027
COMMISSION: 2022-RE-854937

[Signature]
Notary Public
Print Name: Ronna McCoy
My Commission Expires: 10.12.2027

VET PARCEL OWNER SIGNATURE

Lloyd B. Bearden, DVM, P.A.,
a Florida professional association

By:


Lloyd B. Bearden, President

Witness: 
Printed Name: Taylor Hall
Address: 2613 W Ponkan
Rd Apopka FL 32712

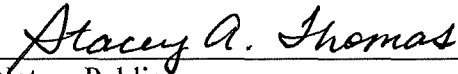
Witness: 
Printed Name: Lauren Antonelli
Address: 42320 West
Saffron Court Eustis FL 32736.

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 7th day of March, 2024, by LLOYD B. BEARDEN
as President of Lloyd B. Bearden, DVM. P.A., a Florida professional association, _____ who is
personally known to me, or _____ who has produced _____ as identification.



STACEY A. THOMAS
Commission # HH 387440
Expires July 15, 2027


Notary Public
Print Name: Stacey A. Thomas

My Commission Expires: 07-15-2027

EXHIBIT A-1

CVP PARCEL LEGAL DESCRIPTION

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND RUN THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, N00°04'23"E A DISTANCE 483.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 441; RUN THENCE ALONG SAID SOUTHERLY RIGHT OF WAY N66°03'08"W A DISTANCE OF 272.60 FEET; CONTINUE THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N66°03'08"W A DISTANCE OF 109.84 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY RUN, S23°56'52"W A DISTANCE OF 54.06 FEET; THENCE S00°04'23"W A DISTANCE OF 186.27 FEET; THENCE S24°45'00"W A DISTANCE OF 54.78 FEET; THENCE N65°15'00"W A DISTANCE OF 28.78 FEET; THENCE N00°04'23"E A DISTANCE OF 44.01 FEET; THENCE N89°55'37"W A DISTANCE OF 70.97 FEET; THENCE N00°04'23"E A DISTANCE OF 180.16 FEET; THENCE N87°46'09"E A DISTANCE OF 1.00 FEET; THENCE N00°04'23"E A DISTANCE OF 1.00 FEET; THENCE S87°46'09"W A DISTANCE OF 1.00 FEET; THENCE N00°04'23"E A DISTANCE OF 111.09 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 441; RUN THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S66°03'08"E A DISTANCE OF 155.16 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 05-21-28-0000-00-075

EXHIBIT A-2**CVP PARCEL ACCESS EASEMENT**

NORTH
SCALE: 1" = 50'

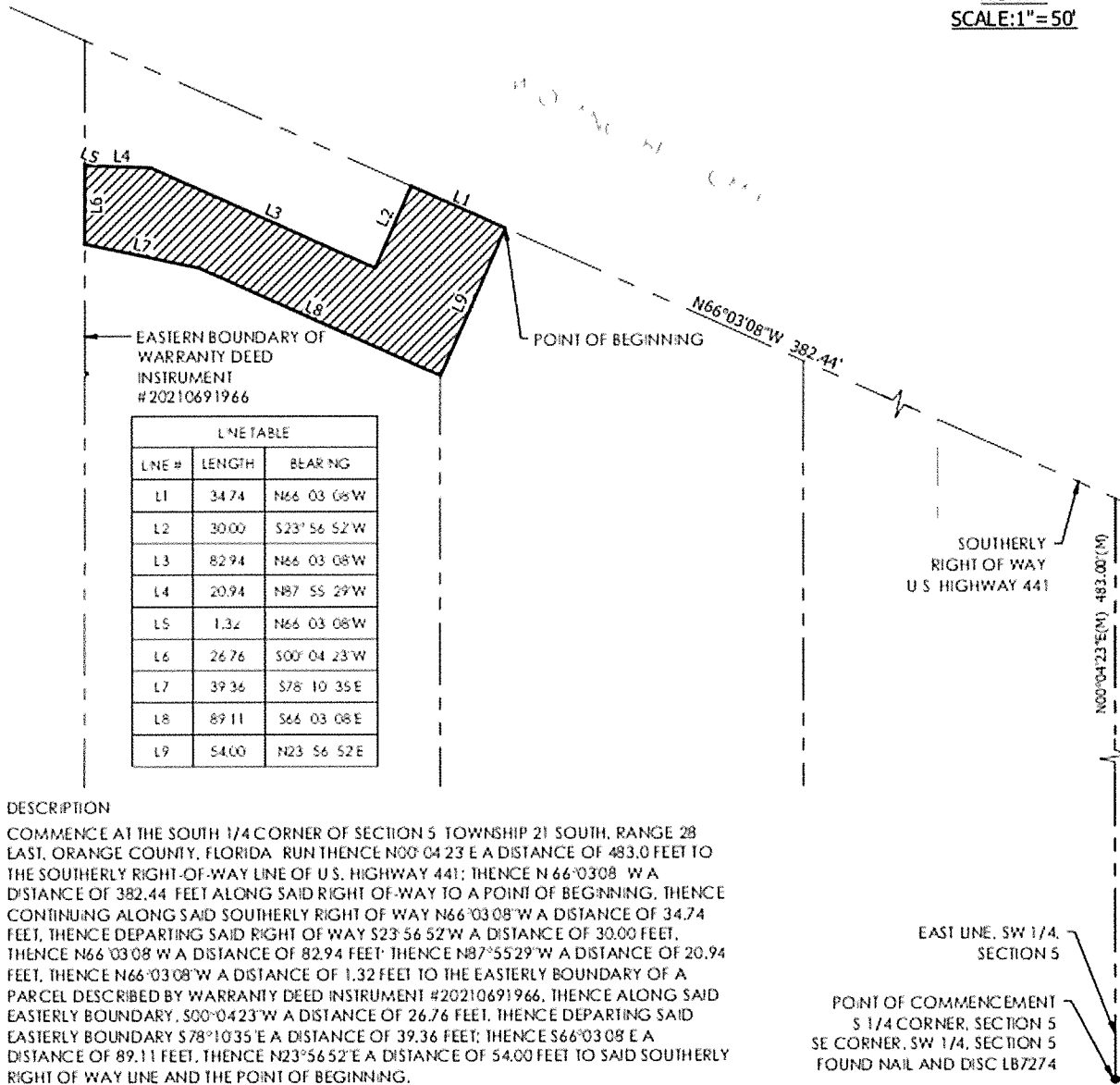


EXHIBIT B-1

MOTEL PARCEL LEGAL DESCRIPTION

Commencing at the South ¼ corner of Section 5, Township 21 S. Range 28 E, Orange County, Florida, run North 02 degs. 18' 14" East a distance of 482.66 feet along the East line of the Southwest ¼ of said Section 5 to the South Right of Way line of State Road 500 (US441); thence run North 63 degs. 45' 36" West a distance of 537.60 feet along said Right of Way line to the Point of Beginning; thence continue North 63 degs. 41' 36" West 264.80 feet; thence run South 02 degs. 18' 14" West 498.07 feet to the North Right of Way line of the SAL Railroad; thence run South 77 degs. 05' 21" East 246.23 feet along said North Right of Way line; thence run North 02 degs. 18' 14" East 323.87 feet; thence run due East 1.00 foot; thence run North 02 degs. 18' 14" East 1.00 foot; thence run due West 1.00 foot; thence run North 02 degs. 18' 14" East 111.09 feet to the Point of Beginning, containing 2.5948 acres *more or less*.

PARCEL ID: 05-21-28-0000-00-010

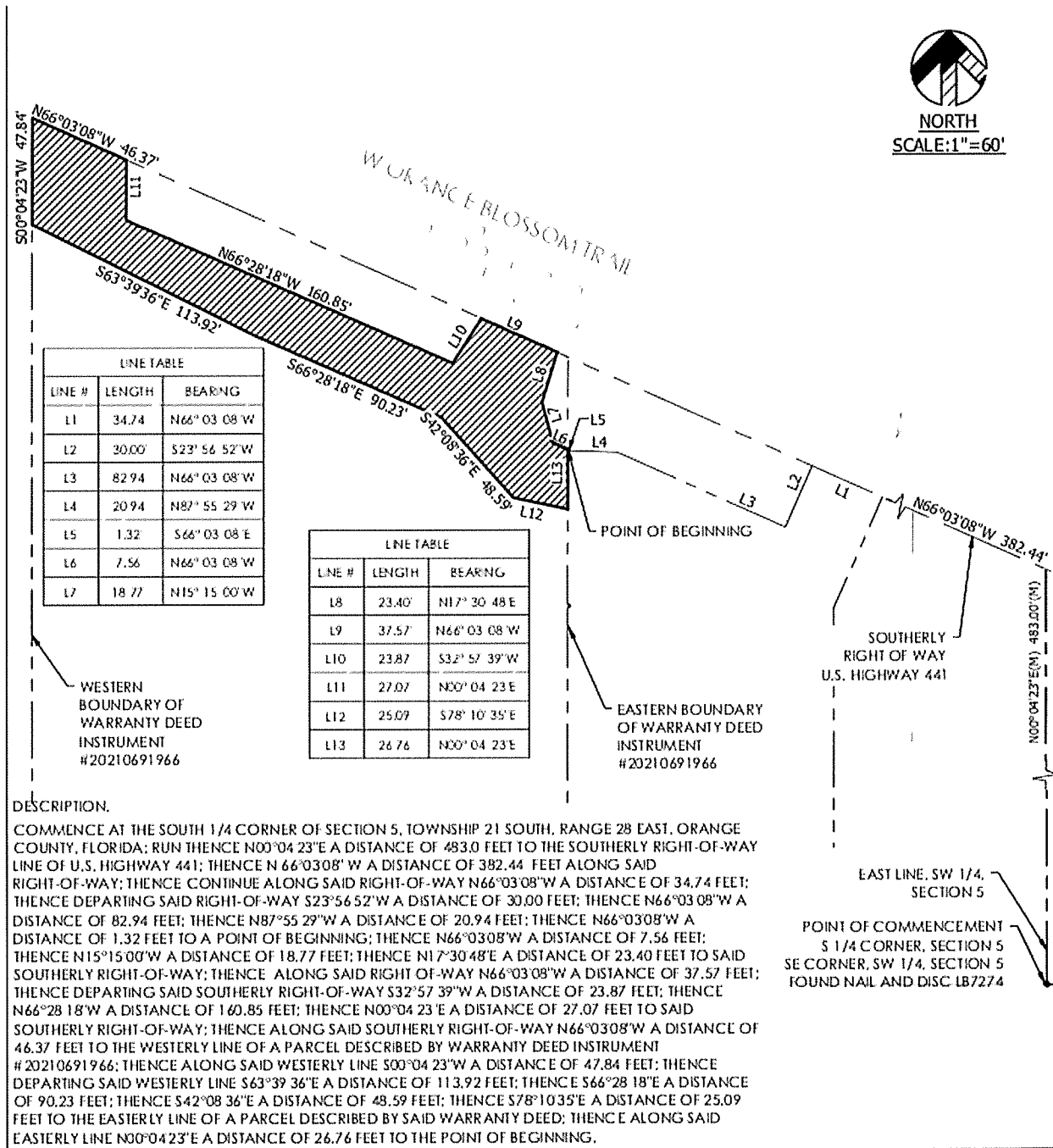
EXHIBIT B-2**MOTEL PARCEL ACCESS EASEMENT**

EXHIBIT C-1

VET PARCEL LEGAL DESCRIPTION

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND RUN THENCE ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5, N00°04'23"E A DISTANCE 483.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 441; RUN THENCE ALONG SAID SOUTHERLY RIGHT OF WAY N66°03'08" W A DISTANCE OF 272.60 FEET TO THE POINT OF BEGINNING. CONTINUE THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N66°03'08" W A DISTANCE OF 109.84 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY RUN, S23°56'52" W A DISTANCE OF 54.06 FEET; THENCE S00°04'23" W A DISTANCE OF 186.27 FEET; THENCE S24°45'00" W A DISTANCE OF 54.78 FEET; THENCE N65°15'00" W A DISTANCE OF 28.78 FEET; THENCE N00°04'23" E A DISTANCE OF 44.01 FEET; THENCE N89°55'37" W A DISTANCE OF 70.97 FEET; THENCE S00°04'23" W A DISTANCE OF 143.97 FEET TO THE NORTHERLY RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD AS DESCRIBED IN DEED BOOK 30, PAGE 232, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; RUN THENCE ALONG SAID NORTHERLY RAILROAD RIGHT OF WAY, S79°18'43" E A DISTANCE OF 246.54 FEET; THENCE DEPARTING SAID NORTHERLY RAILROAD RIGHT OF WAY LINE, RUN N00°04'23" E A DISTANCE OF 374.38 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 05-21-28-0000-00-031

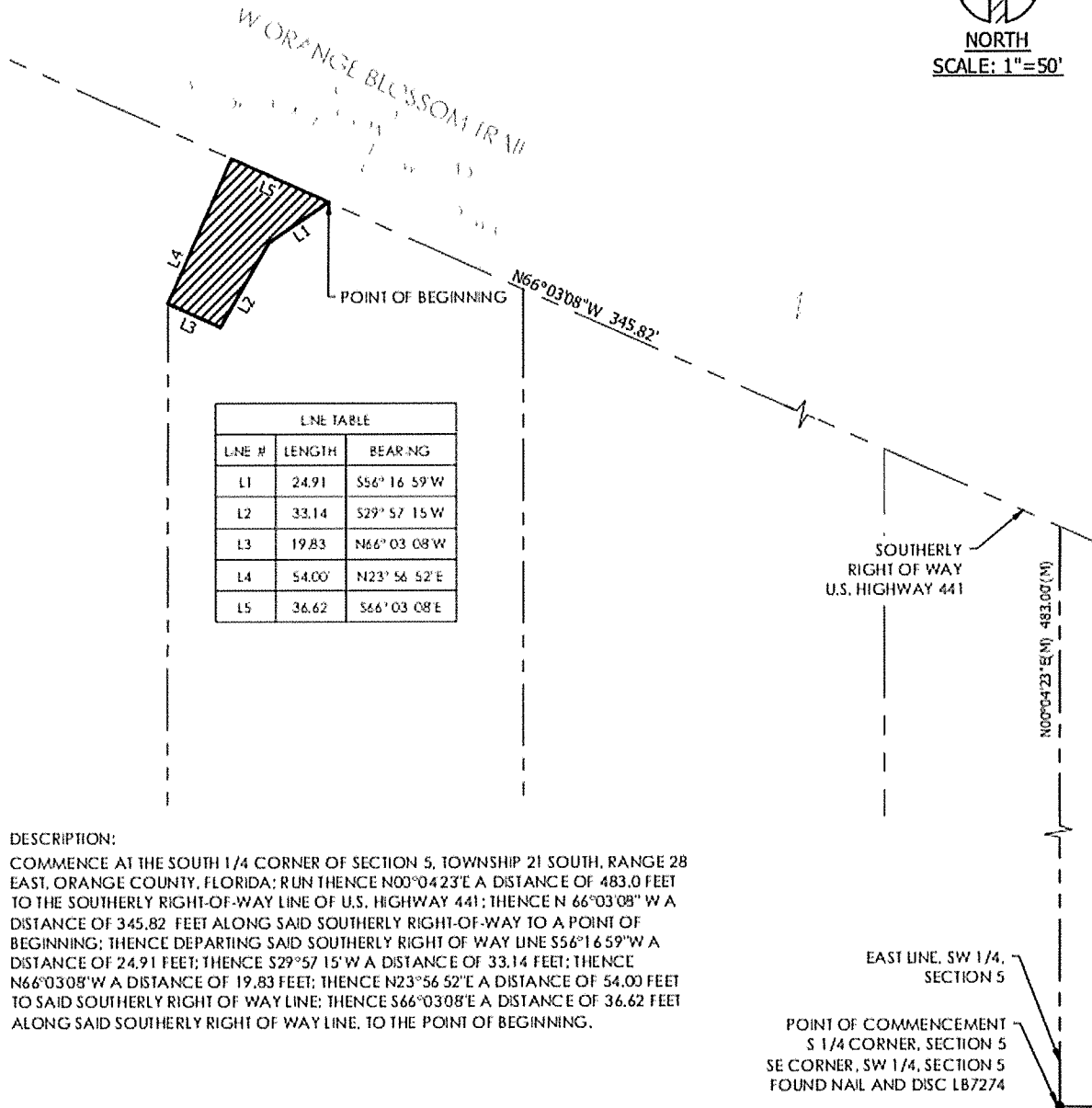
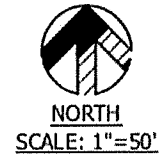
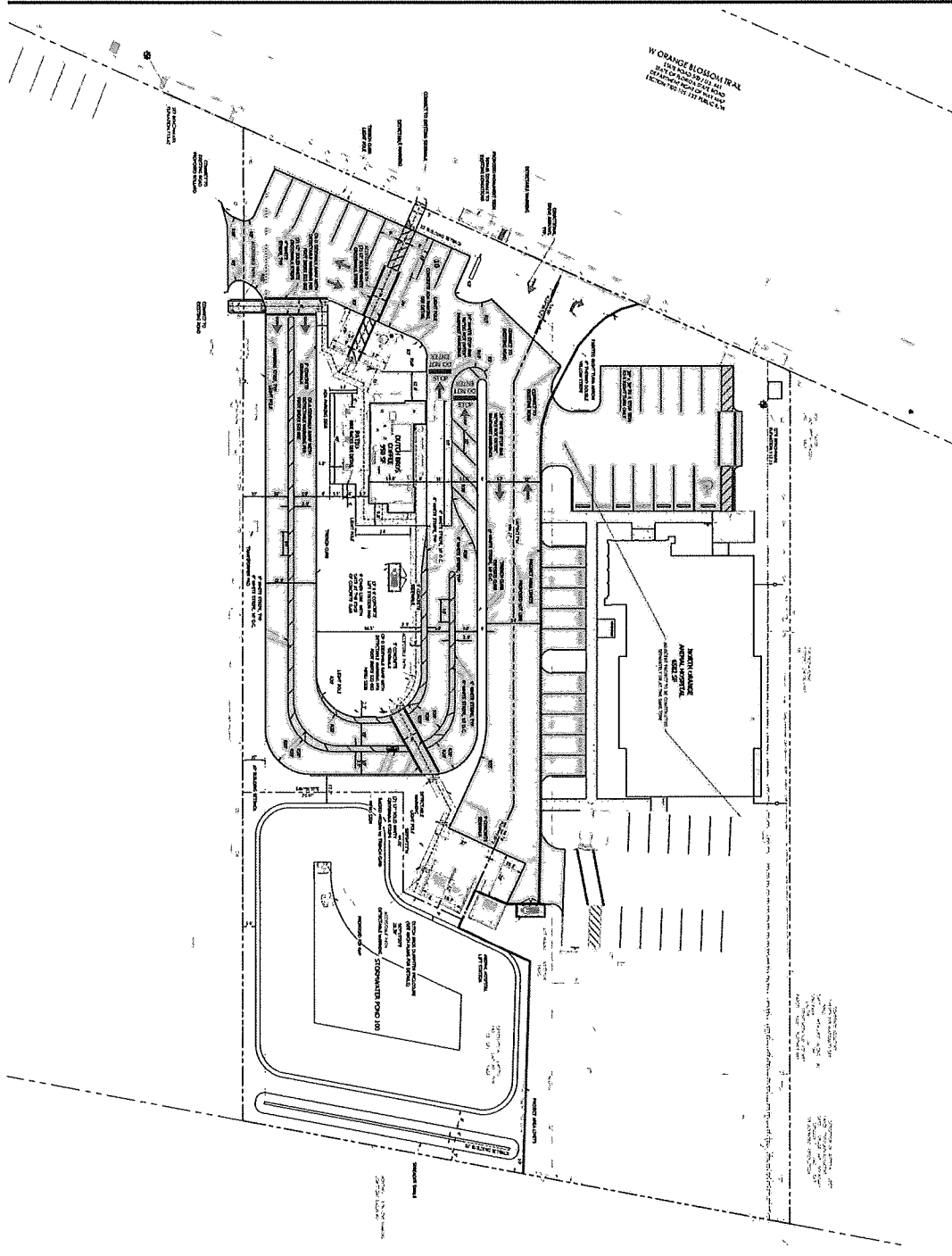
EXHIBIT C-2**VET PARCEL ACCESS EASEMENT**

EXHIBIT D
MASTER SITE PLAN

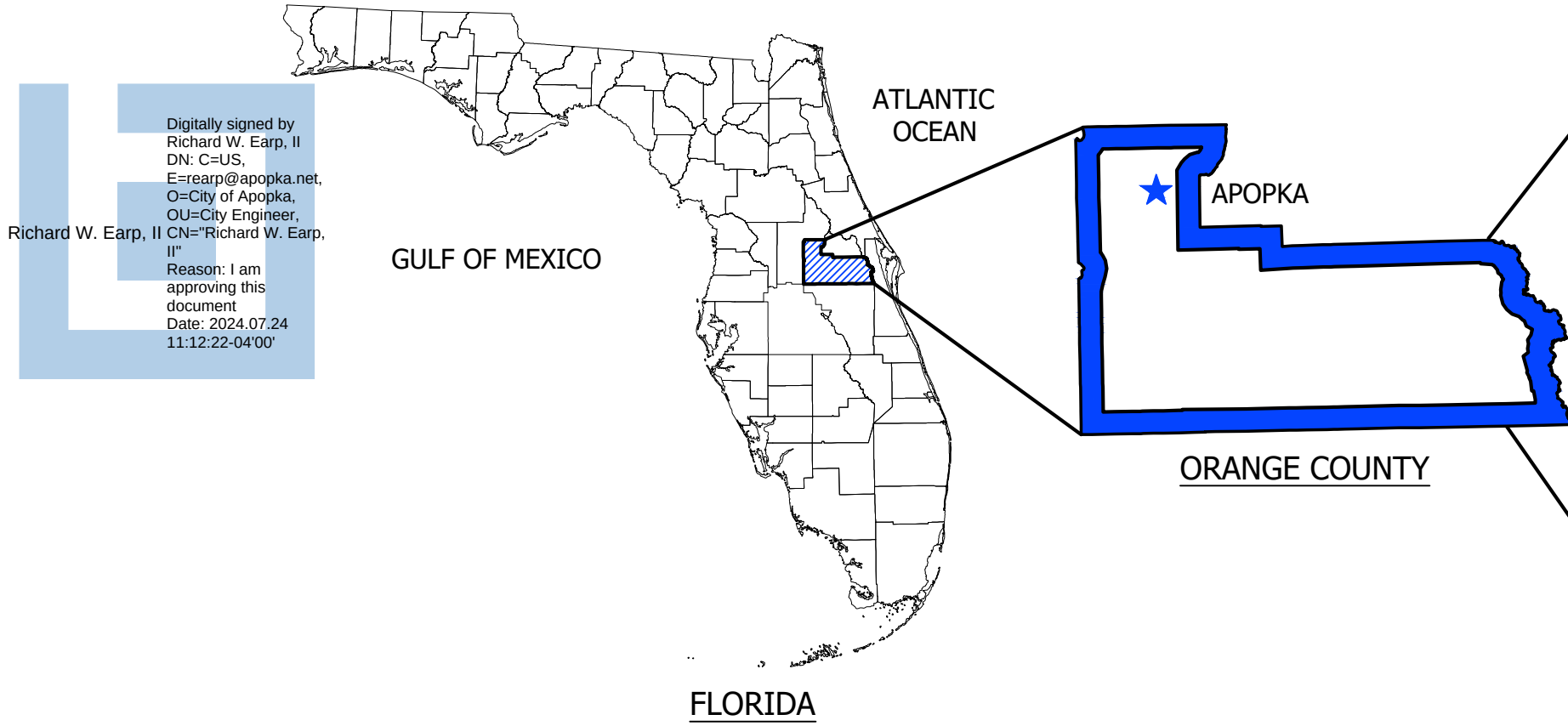


MINOR DEVELOPMENT PLAN
DUTCH BROS FL-1202

Digitally signed by Amer Hamza
DN: C=US,
E=ahamza@apopka.net,
O=City of Apopka,
CN=Amer Hamza
Reason: I am approving this document
Date: 2024.07.16 11:10:29-04'00'

Digitally signed by Jeremy Holderfield
DN: C=US,
E=jholderfield@apopka.net,
O=City of Apopka, OU=Fire Marshal, CN=Jeremy Holderfield
Date: 2024.07.16 12:38:34-04'00'

Digitally signed by Mike McKinley
DN: C=US,
E=mmckinley@apopka.net,
O=Apopka Police Department, OU=Chief's Office, CN=Mike McKinley
Reason: I have reviewed this document
Date: 2024.07.16 13:50:21-04'00'



VICINITY MAP

PREPARED FOR
COLE VALLEY PARTNERS
2188 SW PARK PLACE, SUITE 100
PORTLAND, OR 97205

Digitally signed by John L. Hanson
DN: C=US,
E=jhanson@apopka.net,
O=City of Apopka, OU=Building Official, CN=John L. Hanson
Reason: I have reviewed this document
Date: 2024.07.16 11:22:45-04'00'

PREPARED BY



150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830 PHONE: (863) 800-3046 FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

LOCATION

PARCEL ID: 05-21-28-0000-00-075
Section 5, Township 21S, Range 28E
ORANGE COUNTY, FLORIDA

SHEET INDEX

#	SHEET TITLE	REV #	REV DATE
C100	COVER SHEET	1	04/15/2024
C101	NOTES & SPECIFICATIONS	1	04/15/2024
C200	SWPP & DEMOLITION PLAN	1	04/15/2024
C300	SITE PLAN	3	07/12/2024
C301	PARKING PLAN	--	--
C400	GRADING & DRAINAGE PLAN	2	06/11/2024
C500	UTILITY PLAN	2	06/11/2024
C601	CROSS SECTIONS	2	06/11/2024
C701	SITE & DRAINAGE DETAILS	1	04/15/2024
C801	UTILITY DETAILS	--	--
C901	LIFT STATION DETAILS	2	06/11/2024
INSERT	BOUNDRY & TOPO SURVEY	--	--
INSERT	LANDSCAPE & IRRIGATION PLAN	--	--
INSERT	PHOTOMETRIC PLAN	--	--
INSERT	BUILDING ELEVATIONS	--	--

Michael O. Flora
Digitally signed by Michael O. Flora
Date: 2024.07.15 16:54:47-04'00'

REVISION HISTORY

No.	DATE	DESCRIPTION
1	04/15/2024	REVISE PER CITY & SJRWMD
2	06/11/2024	REVISED PER CITY RAI 2
3	07/12/2024	REVISED PER CITY RAI 3

SUBMITTAL HISTORY

No.	DATE	DESCRIPTION
1	02/09/2024	INITIAL SUBMITTAL TO CITY OF APOPKA & SJRWMD
2	04/15/2024	RESUBMITTAL TO CITY OF APOPKA & SJRWMD
3	06/19/2024	RESUBMITTED TO CITY OF APOPKA
4	07/12/2024	RESUBMITTED TO CITY OF APOPKA

UTILITY SERVICE PROVIDERS:

BILL MCCLOUD 850-599-1444 CENTURYLINK FIBER	407-703-1731 CITY OF APOPKA WATER & SEWER	JOHN SMITH 407-532-8520 CHARTER COMMUNICATIONS CABLE	DUKE ENERGY CUSTOMER SERVICE 407-625-1510 ELECTRIC
MINGO COLON LAKE APOPKA NATURAL GAS DISTRICT GAS	MICHELLE DANIEL 407-996-1103 SUMMIT BROADBAND CABLE	DINO FARRUGGIO C3789@ATTI.COM A.T. & T./DISTRIBUTION CABLE	

CLIENT: COLE VALLEY PARTNERS
PROJECT: DUTCH BROS FL1202

PROJECT NO. 2689
SHEET C100

COVER SHEET

1432 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
(863) 800-3046 FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247



ASBUILT/RECORD DRAWING NOTES FOR CONTRACTOR

ALL ASBUILT/RECORD DRAWING INFORMATION MUST BE PROVIDED FROM A LICENSED PROFESSIONAL LAND SURVEYOR IN BOTH HARD COPY SIGNED & SEALED PRINTS AND DIGITAL FORMAT. ALL DATA SHALL BE ON THE SAME BENCHMARK AS THE DESIGN PLANS AND IN THE STATE PLANE COORDINATE SYSTEM. DIGITAL COPIES OF THE CONSTRUCTION PLANS WILL BE PROVIDED FOR A BASIS OF THE ASBUILT/RECORD DRAWINGS. THE FOLLOWING IS A LIST OF ITEMS TO BE PROVIDED TO THE ENGINEER FOR REVIEW BEFORE FINAL CERTIFICATIONS CAN BE ISSUED. THIS LIST, WHILE EXHAUSTIVE, IS NOT MEANT TO BE ALL-INCLUSIVE. PLEASE USE IT AS A GUIDELINE FOR MINIMUM STANDARDS. ALL DATA PROVIDED SHALL ALSO MEET MINIMUM STANDARDS OF THE UTILITY COMPANY, WATER MANAGEMENT DISTRICT, AND LOCAL GOVERNMENT AS APPLICABLE.

GENERAL:

1. AUTOCAD POINTS WITH DESCRIPTIONS TO BE PROVIDED ON A LOGICAL LAYERING SYSTEM.
2. ALL ITEMS IDENTIFIED ON THE SITE PLAN SHOULD BE SHOWN ON THE ASBUILT/RECORD DRAWING UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THIS INCLUDES ITEMS SUCH AS LIGHT POLES, RINK RACKS, CURBING, SIDEWALKS, FENCING, UTILITY PADS, ETC.
3. VERTICAL AND HORIZONTAL SEPARATION BETWEEN MAINS SHALL BE DIMENSIONED ON THE ASBUILT/RECORD DRAWING. AT A MINIMUM, SEPARATION DIMENSIONS SHALL BE ADDED IN LOCATIONS WHERE IDENTIFIED ON THE CONSTRUCTION PLANS TO SHOW THE ITEMS WERE CONSTRUCTED PER APPLICABLE STANDARDS.
4. ANY CONFLICT SEPARATIONS LESS THAN THOSE ALLOWABLE ARE TO BE SPECIFICALLY NOTED AND DIMENSIONED.

UTILITIES:

1. SHOW HORIZONTAL AND VERTICAL LOCATION OF ALL UNDERGROUND AND ABOVE GROUND POTABLE WATER, RECLAIM WATER, AND WASTEWATER PIPING AND RELATED APPURTENANCES. THIS INCLUDES BENDS, VALVES, HYDRANTS, BLOW-OFFS, MANHOLES, CLEANOUTS, SERVICES, ETC AS SHOWN ON THE CONSTRUCTION PLANS.
2. IDENTIFY INSTALLED STRUCTURES, PIPE MATERIAL, SIZE, AND SLOPE (IF GRAVITY PIPE). ASBUILT DATA SHOULD BE PROVIDED ADJACENT TO DESIGN DATA AND IN THE SAME FORMAT AS THE DESIGN.
3. TOP OF PRESSURE PIPE TO BE SHOWN AT INTERVALS NOT TO EXCEED 100 FEET.
4. ASBUILT/RECORD DRAWING LIFT STATION DATA TO BE PROVIDED AT ALL ELEVATIONS AND DIMENSIONS SHOWN ON THE DESIGN PLANS.
5. LABEL SAMPLE POINT LOCATIONS.
6. ALL VERTICAL CONFLICTS BETWEEN UTILITIES OF DIFFERENT TYPES SHALL BE SHOWN.

DRAINAGE & GRADING:

1. CONTROL STRUCTURE DATA INCLUDING ELEVATIONS, DIMENSIONS, AND PIPE SIZE/INVERT SHOWN ON THE CONTROL STRUCTURE DETAIL.
2. POND AND SWALE TOP AND TOE OF SLOPE ELEVATIONS AT INTERVALS NOT TO EXCEED 100 FEET OR CHANGE IN DIRECTION. VISUALLY LOW OR HIGH AREAS SHOULD BE DETAILED. SUFFICIENT SPOT GRASSES SHOULD BE PROVIDED SO THAT THE POND OR SWALE CAN BE RECREATED DIGITALLY AS IT IS CONSTRUCTED FOR THE ENGINEER TO DETERMINE COMPLIANCE WITH THE DESIGN.
3. DRAINAGE STRUCTURE AND PIPE ASBUILT DATA SHOULD BE PROVIDED ADJACENT TO DESIGN DATA AND IN THE SAME FORMAT AS THE DESIGN.
4. SUFFICIENT LOT GRADES TO DEMONSTRATE LOTS DRAIN IN ACCORDANCE WITH THE DESIGN. MINIMUM SPOT GRADE AT EACH LOT CORNER FOR TYPE A OR TYPE C LOTS AND AN ADDITIONAL MID-LOT LINE GRADE FOR TYPE B LOTS. ASBUILT PAV GRADING IS NOT REQUIRED FOR RESIDENTIAL DEVELOPMENTS UNLESS DESIRED BY THE OWNER.
5. SUFFICIENT PAVEMENT GRADES, TYPICALLY AT INTERVALS NOT TO EXCEED 100 FEET OR CHANGE IN DIRECTION OR SLOPE.

LAND DEVELOPMENT STANDARD NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF AHI LAND DEVELOPMENT CODE AND UTILITIES CODE, AS APPLICABLE.
2. CHANGES FROM PLANS OR SPECIFICATIONS SUBSTANTIALLY AFFECTING CONFORMANCE TO STANDARDS OR PERFORMANCE OF SYSTEMS MUST BE SUBMITTED BY THE ENGINEER OF RECORD AND RECEIVE WRITTEN APPROVAL BY THE AHI ENGINEER PRIOR TO THE IMPLEMENTATION OF SUCH CHANGES, UNLESS OTHERWISE PROVIDED FOR IN THE LAND DEVELOPMENT CODE OR UTILITIES CODE. MAJOR MODIFICATIONS MAY REQUIRE REVIEW AND APPROVAL BY THE DEVELOPMENT REVIEW COMMITTEE.
3. THE CONTRACTOR SHALL NOTIFY INSPECTIONS STAFF AT LEAST FIVE (5) WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND PRIOR TO ANY ACTIVITY REQUIRING INSPECTION, INCLUDING SITE PAVING.
4. TO SCHEDULE THE REQUIRED PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL CONTACT LAND DEVELOPMENT DIVISION.
5. AT THE COMPLETION OF CONSTRUCTION, AND PRIOR TO BENEFICIAL USE OF ANY FACILITY OR SYSTEM, AS-BUILT RECORD DRAWINGS SHALL BE SUBMITTED AND APPROVED IN ACCORDANCE WITH THE APPLICABLE UTILITIES CODE AND LAND DEVELOPMENT CODE.
6. NOT FOR THE PROJECT WILL BE IN ACCORDANCE WITH THE CURRENT FOOT TRAFFIC CONTROL REQUIREMENTS THROUGH WORK ZONES, SECTION 600, OF THE FOOT TRAFFIC STANDARDS. CONTRACTOR TO PROVIDE ADDITIONAL NOT PLAN IF THE CONSTRUCTION WORK CANNOT ADHERE TO TYPICAL FOOT TRAFFIC STANDARDS.

DATUM

1. BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83, 2011 ADJUSTMENT FOR THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 BEING N66°02'08"W.
2. ELEVATIONS AND BENCH MARKS ARE BASED ON ORANGE COUNTY BENCHMARK 51361016 BEING AN ORANGE COUNTY DISC IN TRAFFIC CONTROL BOX AT COORDINATE NORTHING 1592721.72, EASTING 494267.90 WITH AN ELEVATION OF 114.02 RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.

DRAINAGE STRUCTURES

1. ALL DRAINAGE STRUCTURE SHALL CONFORM TO THE LATEST FOOT STANDARD PLANS UNLESS OTHERWISE NOTED.
2. GRATE ELEVATIONS FOR ALL TYPE S AND TYPE S INLETS REFER TO EDGE OF PAVEMENT.
3. GRATE ELEVATIONS FOR ALL DITCH BOTTOM INLETS REFER TO THE FLOW LINE OF PAVEMENT.

SEQUENCE OF ACTIVITIES

1. INSTALL SILT BARRIERS & TREE BARRICADES AS SHOWN ON PLANS AS APPLICABLE.
2. ROUGH GRADE THE STORMWATER POND AS WELL AS TEMPORARY SWALES TO FORCE DELIVERY OF RUNOFF TO THE POND. THE POND WILL ACT AS A SEDIMENTATION BASIN.
3. STABILIZE CLEARED AREAS WITHIN 7 DAYS OF LAST DISTURBANCE IF RUNOFF IS NOT CAPTURED BY THE STORMWATER POND.
4. INSTALL STORM SEWER CONVEYANCE SYSTEMS, UTILITIES, AND BUILDINGS.
5. CONSTRUCT ENTRANCE(S) AND PAVEMENT.
6. COMPLETE GRADING AND INSTALL PERMANENT SODDING OR OTHER PERMANENT STABILIZATION FEATURES.
7. WHEN ALL CONSTRUCTION IS COMPLETE, STABILIZE ANY REMAINING DISTURBED AREAS.
8. REMOVE INSTALLED SILT BARRIERS AFTER ALL DISTURBED AREAS ARE STABILIZED.

STORMWATER POLLUTION PREVENTION NOTES

A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IS REQUIRED BEFORE ANY EARTHMOVING ACTIVITIES COMMENCE. THE CONTRACTOR OR THEIR ASSIGNS SHALL BE THE RESPONSIBLE AUTHORITY FOR IMPLEMENTING THE SWPP. EACH PERSON MUST SIGN A CERTIFICATION TO CERTIFY THAT THEY UNDERSTAND AND SHALL COMPLY WITH THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERAL PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORM WATER POLLUTION PREVENTION PLAN.

GENERAL POLLUTION CONTROL NOTES

1. PRIOR TO ANY CLEARING OR CONSTRUCTION COMMENCEMENT, SILT FENCES SHALL BE INSTALLED IN THE AREAS DESIGNATED ON THIS PLAN. THOSE AREAS DESIGNATED TO BE REINFORCED SHALL HAVE INSTALLED A SECOND ROW OF SILT FENCE. THE SILT FENCE SHALL BE TRENCHED IN 4 INCHES DEEP AND BACKFILLED TO THE UPHILL SIDE.
2. AFTER SILT FENCES ARE INSTALLED, A ROCK CONSTRUCTION ENTRANCE 50 FEET LONG AND 10 FEET WIDE WITH 6 INCH DEEP FOOT #1 COARSE AGGREGATE LINED WITH FILTER FABRIC SHALL BE CONSTRUCTED AT EACH CONSTRUCTION ENTRANCE SHOWN ON THIS PLAN.
3. ALL CONSTRUCTION MATERIALS AND DEBRIS WILL BE PLACED IN A DUMPSTER AND HAULED OFF SITE TO A LANDFILL OR OTHER PROPER DISPOSAL SITE. THE DUMPSTER SHALL BE LOCATED IN DESIGNATED LOCATION SHOWN ON THIS PLAN.
4. DUST SHALL BE CONTROLLED WITH THE USE OF WATER IF NECESSARY.
5. ALL TOXIC MATERIALS USED IN CONSTRUCTION SHALL BE KEPT IN A COVERED SHED AS SHOWN IN DESIGNATED LOCATION SHOWN ON THIS PLAN.
6. A DOUBLE WALL FUEL TANK WILL BE PLACED ON A DRIP PAN TO CONTAIN AND PREVENT ANY FUEL LEAKS FROM BEING DISCHARGED IN STORM WATER RUNOFF.
7. PORT-O-LETS SHALL BE PLACED IN AREAS DESIGNATED ON THIS SITE PLAN.
8. NO VEHICLE MAINTENANCE WILL BE ALLOWED ON SITE.
9. A WASHDOWN SITE SHALL BE PLACED IN THE AREAS DESIGNATED. A SMALL VEGETATIVE BERM SHALL BE PLACED AROUND THE WASH DOWN AREA.
10. FILTER SOCKS SHALL BE PLACED AT THE ENTRANCE TO ALL EXISTING UTILITIES TO PREVENT THE STORM SEWER SYSTEM FROM DISCHARGING SEDIMENTS INTO THE RETENTION PONDS.
11. CONTRACTOR TO DEMO TREES AS REQUIRED TO ACCOMMODATE PROPOSED SITE DESIGN/REMOVE ROOT BASE OF ALL EXISTING TREES TO BE DEMOLISHED.
12. ALL CLEARED TREES AND VEGETATION SHALL BE BURNED ONSITE AFTER CONTRACTOR OBTAINS A BURN PERMIT. IF BURNING IS PROHIBITED, TREES TO BE HAULED AWAY.
13. SEDIMENTS MAY NOT BE ALLOWED TO ACCUMULATE MORE THAN HALF THE HEIGHT OF THE SILT FENCE. SEDIMENTS MUST BE PROPERLY DISPOSED OF. AFTER REMOVAL OF SILT FENCES, ALL DISTURBED AREAS SHALL BE GRASSED & MULCHED.
14. PONDS & BASIN CONTROL SHALL BE THE FIRST ITEMS CONSTRUCTED. SIDE SLOPES SHOULD BE IMMEDIATELY SODDED UPON COMPLETION.
15. OUTLETS OF ALL PIPES SHALL BE INSPECTED REGULARLY AND ANY BLOCKAGES REMOVED. ALL FLOW MUST BE MAINTAINED WITH ANY FENCING CONSTRUCTED TO ALLOW FLOW THROUGH OR UNDER THE FENCE.
16. DOWATERING MAY BE REQUIRED FOR INSTALLATION OF UTILITIES, STORM SEWER, OR PAVEMENT. THE DURATION IS DEPENDANT ON THE SCHEDULE OF CONSTRUCTION. THE DOWATERING DISCHARGE WILL BE CONTAINED WITHIN A SETTLING AREA INSIDE THE NEAREST STORMWATER POND. THE SETTLING AREAS WILL BE SURROUNDED WITH TURBIDITY BARRIERS IN ACCORDANCE WITH FOOT INDEX 102 & 103. AFTER DOWATERING WORK HAS BEEN COMPLETED, THE SETTLING AREAS WILL BE EXCAVATED AND/OR RESHAPED TO FINALIZE THE POND. DOWATERING STRUCTURES SHALL REMAIN IN PLACE UNTIL TRENDING HAS BEEN COMPLETED. ALL DISCHARGE SHALL BE CONTAINED WITHIN THE PROJECT AREA AS DESCRIBED. NO GROUNDWATER SHALL BE PUMPED DIRECTLY OFFSITE.
17. DURING CLEARING AND GRUBBING AND SITE GRADING STAGES, AREAS THAT ARE DISTURBED AND INACTIVE FOR MORE THAN 7 DAYS SHALL BE STABILIZED WITHIN 7 DAYS. MULCHES APPLIED AT MAJOR FEATURES RECOMMENDATIONS. AFTER SEEDING EACH AREA SHALL BE MULCHED WITH 4000 POUNDS OF STRAW PER ACRE.

MAINTENANCE PLAN DURING CONSTRUCTION

1. SILT FENCE REPAIRS SHALL BE MADE IMMEDIATELY.
2. MAINTENANCE SHALL BE PERFORMED ON THE CONSTRUCTION ENTRANCE WHEN ANY VOID SPACES ARE FULL OF SEDIMENT.
3. MULCH AND SOD THAT HAS WASHED OUT SHALL BE REPLACED IMMEDIATELY. ALL OTHER AREAS ARE TO BE SEEDDED UNTIL VEGETATION IS ESTABLISHED.
4. ANY WASH OUTS GOING INTO RETENTION PONDS SHALL BE CORRECTED BY INSTALLING A TEMPORARY BERM UPHILL AND ADJACENT TO THE RETENTION POND. ONE SECTION OF 12 INCH PVC PIPE SHALL BE INSTALLED AT THE UPHILL TOE OF BERM AND THROUGH THE BERM INTO THE RETENTION POND. PIPE AND BERM SHALL BE REMOVED WHEN SURROUNDING GROUND IS PERMANENTLY STABILIZED.
5. INSPECTIONS SHALL BE PERFORMED AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A RAIN EVENT THAT IS 0.5 INCHES OR GREATER.
6. THE INSPECTOR SHALL INSPECT ALL POINTS OF DISCHARGE, ALL DISTURBED AREAS OF CONSTRUCTION THAT HAVE NOT BEEN STABILIZED, AREAS WHERE VEHICLES ENTER AND EXIT THE SITE, AND SEDIMENT CONTROL STRUCTURES.
7. THE INSPECTOR SHALL FURNISH A STORM WATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORM IN THE FORMAT DESCRIBED IN THE "SAMPLE COPY OF THE STORM WATER POLLUTION PREVENTION PLAN" AS OUTLINED ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WEBSITE.

MAINTENANCE PLAN AFTER CONSTRUCTION

THE STORMWATER FACILITY MUST BE MAINTAINED CORRECTLY IF IT IS TO PERFORM IN THE MANNER IT WAS DESIGNED. THE STATEMENTS BELOW ARE INTENDED TO BE A GUIDE TO THE CORRECT WAYS TO MAINTAIN THIS FACILITY. THIS IS ONLY A GUIDE AND SHOULD BE REVISED AS FIELD CONDITIONS REQUIRE. THE MAINTENANCE ENTITY SHALL BE RESPONSIBLE FOR MAINTAINING THE SITE. FACILITIES SHALL BE INSPECTED BY A PROFESSIONAL ENGINEER AT INTERVALS OUTLINED IN THE ENVIRONMENTAL RESOURCE PERMIT.

1. ALL STORMWATER PIPES, INLETS, CATCH BASINS, MANHOLES, FLUMES, POND INFLOW AND OUTFALL STRUCTURES (INCLUDING OIL SKIMMERS), AND DISCHARGE PIPES SHOULD BE INSPECTED ON A REGULAR BASIS (MONTHLY OR QUARTERLY) AND AFTER MAJOR RAINFALLS. THEY SHOULD BE MAINTAINED BY REMOVING BUILT-UP DEBRIS AND VEGETATION AND REPAIRING DETERIORATING STRUCTURES.
2. MOW GRASS (WEEKLY DURING THE SUMMER MONTHS AND BI-WEEKLY DURING THE REMAINDER OF THE YEAR) WITHIN THE STORMWATER RETENTION AREAS. GRASS CLIPPINGS SHALL BE COLLECTED AND PROPERLY DISPOSED OF.
3. CHEMICALS, OILS, GREASES OR SIMILAR WASTES ARE NOT TO BE DISPOSED OF DIRECTLY TO THE STORMWATER FACILITY OR THROUGH STORM SEWERS. TREATMENT PONDS ARE DESIGNED TO TREAT NONROAD, PARKING LOT, ROOF AND POND RUNOFF ONLY. SOME CHEMICALS MAY INTERFERE WITH A TREATMENT POND'S FUNCTIONS OR KILL VEGETATION AND WILDLIFE. DISPOSE OF THESE POTENTIALLY DANGEROUS MATERIALS PROPERLY BY TAKING THEM TO RECYCLING FACILITIES OR TO COLLECTION LOCATIONS SPONSORED BY MANY LOCAL GOVERNMENTS. ALSO, DO NOT DISPOSE OF GRASS CLIPPINGS IN A SWIM. GRASS CLIPPINGS POSE PROBLEMS BY SMOTHERING DESIRABLE VEGETATION, CLOGGING OUTFALL STRUCTURES AND, WHEN THEY DECOMPOSE, MAY CAUSE UNSIGHTLY ALGAE BLOOMS THAT CAN KILL FISH.
4. ACCUMULATED POND SEDIMENTS MAY CONTAIN HEAVY METALS SUCH AS LEAD, CADMIUM AND MERCURY, AS WELL AS OTHER POTENTIALLY HAZARDOUS MATERIALS. THEREFORE, SEDIMENTS SHOULD NOT BE REMOVED OR DISPOSED OF. THE SHOULD BE DISPOSED OF AT AN APPROVED FACILITY (CHECK WITH YOUR COUNTY SOLID WASTE DEPARTMENT OR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISPOSAL FACILITIES APPROVED TO ACCEPT TREATMENT POND SEDIMENT).
5. DURING ANY REPAIR OR MAINTENANCE ACTIVITY, USE CARE TO AVOID CAUSING EROSION OR SILTATION TRANSFER TO ADJACENT OR OFF-SITE AREAS.
6. ALTERATIONS (FILLING, ENLARGING, ETC.) OF ANY PART OF THE STORMWATER FACILITY IS NOT PERMITTED WITHOUT PRIOR APPROVAL FROM ALL APPLICABLE GOVERNING AGENCIES.
7. THE APPROVED OPERATION AND MAINTENANCE PERMIT AND AS-BUILT DRAWINGS ARE AVAILABLE AT YOUR LOCAL WATER MANAGEMENT DISTRICT SERVICE OFFICE OR FROM THE PERMITTING AGENCY HAVING JURISDICTION. REFER TO THOSE PLANS AND PERMITS FOR ADDITIONAL RESTRICTIONS, INSTRUCTIONS AND CONDITIONS.
8. IT IS USUALLY MORE COST-EFFECTIVE TO MONITOR AND PERFORM ROUTINE MAINTENANCE ON A STORMWATER MANAGEMENT SYSTEM, RATHER THAN LET IT FAIL AND HAVE TO RECONSTRUCT THE ENTIRE SYSTEM.
9. MOSQUITO GROWTH CAN BE MINIMIZED IN A STORMWATER MANAGEMENT SYSTEM, BY THE FOLLOWING MEASURES:
 - DO NOT DUMP GRASS CLIPPINGS OR OTHER ORGANIC DEBRIS INTO A SWIM
 - DECAYING GRASS CLIPPINGS AND OTHER DECOMPOSING VEGETATION CREATE IDEAL CONDITIONS FOR BREEDING MOSQUITOES.
 - CLEAN OUT ANY OBSTRUCTIONS THAT GET INTO THE SYSTEM. DEBRIS CAN OBSTRUCT FLOW AND HARBOR MOSQUITO EGGS AND LARVAE.
 - REMOVE WATER LETTUCE AND WATER HYACINTH, WHICH NOURISH AND SHELTER MOSQUITO LARVAE.

PAVING OPERATION NOTES

1. BEFORE PAVING OPERATIONS BEGIN, THE ENGINEER SHALL BE PROVIDED WITH ALL DENSITY TESTING INCLUDING PIPE BACKFILL, SUBGRADE, AND ROAD BASE. TESTING SHALL BE PROVIDED BEFORE ANY PAVING METHODS ARE SCHEDULED.
2. ASPHALT MIX DESIGNS MUST BE PROVIDED TO THE ENGINEER FOR APPROVAL PRIOR TO PAVING. MIXES MUST BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER OR SUPPLIED BY AN APPROVED FOOT PLAN.
3. ANY DEVIATIONS IN ASPHALT TYPE, LIFT THICKNESS, OR COMPACTION MUST BE PRESENTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION. DEVIATIONS MAY REQUIRE APPROVAL BY THE AHI.
4. IT IS RECOMMENDED THE CONTRACTOR SUBMIT A TESTING PLAN TO THE ENGINEER BEFORE COMMENCING PAVING OPERATIONS SO ANY DEFICIENCIES CAN BE DETERMINED BEFORE STARTING.
5. TESTS FOR IN-PLACE DENSITY AND LAYER THICKNESS, FOR EACH COURSE, SHALL BE CONDUCTED AT A FREQUENCY OF ONE TEST PER 300 LINEAR FEET OF ROADWAY (MINIMUM 3 TESTS PER COURSE).
6. IF PAVEMENT CORES ARE TO BE TAKEN AT A MINIMUM FREQUENCY OF 3 CORE PER 500 TONS OF ASPHALT. DENSITY, THICKNESS, AND GRADATION REPORT TO TO BE PROVIDED FOR ASPHALT, BASE, AND SUBGRADE. MINIMUM ASPHALT DENSITY SHALL BE 99% GMM, WITH A MINIMUM AVERAGE BETWEEN 3 CORES OF 92% GMM.
7. MINIMUM LIFT THICKNESS SHALL CONFORM TO FOOT SPECIFICATIONS 334-1.4.1.
8. WHEN THE DEFICIENCY IN THICKNESS IS IN EXCESS OF THE MINIMUM THICKNESS REQUIRED ON APPROVED PLANS, LESS THE ALLOWABLE CONSTRUCTION TOLERANCE, THE CONTRACTOR SHALL CORRECT THE DEFICIENCY EITHER BY REPLACING THE FULL THICKNESS FOR A LENGTH EXTENDING AT LEAST 50 FEET FROM EACH END OF THE DEFICIENT AREA, OR WHEN PERMITTED BY THE COUNTY ENGINEER BY OVERLAYING THE ENTIRE WIDTH OF THE AREA. NORMALLY AN OVERLAY WILL NOT BE PERMITTED IN A CONCRETE CURB SECTION.
9. ASPHALT SHALL BE UNIFORM IN TEXTURE AND SLOPE TO THE GREATEST EXTEND POSSIBLE. AREAS OF POOR GRADATION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
10. TESTS FOR SUBGRADE STABILIZATION SHALL BE LOCATED NO MORE THAN 400 FEET APART (FOR ROADWAYS) OR EVERY 8,000 SF (FOR PARKING LOTS) AND SHALL BE STAGGERED TO THE LEFT, RIGHT, AND ON THE CENTERLINE OF THE ROAD.

GENERAL SITE NOTES

1. SEE BOUNDARY & TOPOGRAPHY SURVEY FOR LEGAL DESCRIPTION & BENCHMARK INFO.
2. CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR DETAILED DESIGN OF PROPOSED BUILDING, INCLUDING SLAB DESIGN, UTILITY CONNECTIONS, DOORWAYS, AND OTHER SITE ITEMS. GC TO NOTIFY ENGINEER OF RECORD OF ANY DEVIATIONS FROM CIVIL PLANS BEFORE CONSTRUCTION.
3. ALL PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED, AND SHALL BE ACCOMPLISHED WITH USE OF PAINTING MACHINES AND/OR STENCILS. ALL PAINT FOR PAVEMENT MARKINGS SHALL MEET THE REQUIREMENTS OF SOLVENTBORNE APPLICATION RECOMMENDATIONS.
4. PARKING STALLS STRIPING SHALL BE 4' WIDE AND SHALL BE STRAIGHT WITH A CLEAN EDGE. ALL DIRECTIONAL ARROWS, STOP BARS, ETC SHALL CONFORM TO THE LATEST MUTCD.
5. CONTRACTOR TO SAW CUT EXISTING PAVEMENT AT PROPOSED DRIVEWAY TIE INS TO PROVIDE A CLEAN EDGE FOR NEW PAVEMENT AND BASE CONSTRUCTION.
6. CONTRACTOR TO BECOME FAMILIAR WITH AND ADHERE TO ALL ADA STANDARDS.
7. CONTRACTOR TO CONSTRUCT SIDEWALKS WITH A MAXIMUM 2% CROSS SLOPE AND A MAXIMUM 5% LINEAR SLOPE UNLESS OTHERWISE SPECIFIED ON THE CONSTRUCTION DOCUMENTS. ANY SIDEWALKS CONSTRUCTED FOUND TO BE IN EXCESS OF THESE SLOPES WILL BE REQUIRED TO BE RECONSTRUCTED AT CONTRACTORS EXPENSE.
8. CONSTRUCT HANDICAP RAMPS AT EACH DRIVEWAY PER ADA STANDARDS.
9. CONTRACTOR TO PROVIDE SMOOTH TRANSITION AT LOCATIONS WHERE EXISTING FEATURES MEET PROPOSED FEATURES (CONCRETE, ASPHALT, ETC.).
10. ALL "MEG" (MATCH EXISTING GRADE) ELEVATIONS ON ROADWAY SURFACES OR EDGES AND UNDERGROUND STORM/UTILITY PIPES SHOWN ARE APPROXIMATE.
11. AT A MINIMUM, ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITH EITHER SOD OR SEED. SOD OR SEED AREAS SHOULD BE WATERED BY EITHER IRRIGATION OR TANKER TRUCKS UNTIL ESTABLISHED. SOD SHALL BE STAKED AS REQUIRED IN SLOPED AREAS AND MONITORED FOR WASHOUTS. ONCE THE SOD IS ESTABLISHED, GC MAY REMOVE STAKES. SEEDED AREAS MUST BE WATERED AS NECESSARY TO ALLOW GRASS TO BEGIN GROWING.
12. FOR TYPICALLY WET PONDS, SIDE SLOPES OF POND SHALL BE SODDED.
13. CONTRACTOR SHALL OBTAIN THE LATEST EDITION OF THE SOIL REPORT FOR THIS PROJECT. GC SHALL ADHERE TO ALL RECOMMENDATIONS AND INSTRUCTIONS INCLUDED IN SOIL REPORT.
14. A COPY OF THE APPROVED PERMIT AND DRAWINGS MUST BE ON THE JOBSITE AT ALL TIMES.
15. ANY SIDEWALKS DISTURBED DURING CONSTRUCTION ARE TO BE REPLACED.
16. IF CONSTRUCTION, RECONSTRUCTION, REPAIR OR MAINTENANCE ACTIVITY NECESSITATES THE CLOSING OF ONE OR MORE TRAVEL LANES OF ANY ROAD ON THE STATE PRIMARY, COUNTY ROAD OR CITY STREET SYSTEM FOR A PERIOD OF TIME EXCEEDING TWO HOURS, THE PARTY PERFORMING SUCH WORK WILL BE RESPONSIBLE TO GIVE NOTICE TO THE APPROPRIATE LAW ENFORCEMENT AGENCY WHICH HAS JURISDICTION WHERE SUCH ROAD IS LOCATED PRIOR TO COMMENCING WORK ON THIS PROJECT.
17. ALL TRAFFIC SIGNALS ARE TO REMAIN IN ACTUATION DURING CONSTRUCTION.
18. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF FOOT INDEX 102-600 THROUGH 102-670.
19. TRAFFIC SHALL BE MAINTAINED THROUGH THE WORK ZONE AT THE ESTABLISHED SPEED LIMIT.
20. DURING NON-WORKING HOURS, THE DROP-OFF BETWEEN THE TRAVEL LANES AND THE WORK AREA SHALL BE MAINTAINED IN ACCORDANCE WITH INDEX 102-600.
21. ROUTING TRAFFIC ONTO MILLER SURFACES IS PROHIBITED. MILLING AND RESURFACING MUST BE ACCOMPLISHED DURING NON-PEAK HOURS WITH LANE CLOSURES AND UTILIZATION OF STANDARD INDICES SUCH AS 102-603 (MODIFIED FOR APPROPRIATE POSTED SPEED), 102-606, AND/OR OTHER APPROPRIATE SPECIAL DETAIL OF ALL EXISTING UTILITIES SHOWN AND NOT SHOWN ON THESE PLANS AND RELATED CONSTRUCTION PRIOR TO COMMENCEMENT OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL CITY UTILITIES 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND HAVE THEIR FACILITIES LOCATED IN THE FIELD PRIOR TO ANY WORK.
22. BENCHMARKS AND OTHER REFERENCE POINTS SHALL BE CAREFULLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. IF DISTURBED OR DESTROYED, THESE POINTS SHALL BE REPLACED BY A FLORIDA P.L.S. AT CONTRACTORS EXPENSE.
23. THE CONTRACTOR IS DIRECTED TO NOTIFY SLOAN ENGINEERING GROUP, INC., PHONE (863) 800-3046, FOR PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING STRUCTURES, ETC., UNLESS OTHERWISE NOTED. ALL SOIL STRIPPINGS AND ANY UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE OWNER.
25. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES AND UTILITIES NOTED TO REMAIN, FROM DAMAGE OR DISPLACEMENT DURING CONSTRUCTION. IN THE EVENT OBSTRUCTIONS ARE ENCOUNTERED, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER AND THE UTILITY COMPANY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED FOR REPAIR DAMAGE OR CORRECT DISPLACEMENT.
26. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT ALL TREES AND OTHER VEGETATION OUTSIDE THE LIMITS OF CONSTRUCTION.
27. WHEN DETAILS ARE PROVIDED, CONTRACTOR SHALL CONSTRUCT JOB PER SPECIFIC DETAILS, AND NOT BY SCALING FROM THESE PLANS.
28. THE CONTRACTOR SHALL RESTORE FOOT SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. IT IS RECOMMENDED TO PROVIDE A VIDEO OF EXISTING CONDITIONS TO THE ENGINEER.
29. THE CONTRACTOR SHALL TAKE SPECIAL NOTICE THAT ALL SPECIFICATIONS AND DETAILS SHOWN HEREON ARE BELIEVED TO BE THE LATEST AND MOST ACCURATE AT THE TIME OF DESIGN AND SUBMITTAL. HOWEVER, THE ENGINEER DOES NOT WARRANT ANY OF THE PROVIDED SPECIFICATIONS AND DETAILS. THESE SPECIFICATIONS AND DETAILS ARE SUBJECT TO REVISION BY THE ISSUING MUNICIPALITIES AND AGENCIES. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL CONSTRUCTION, TESTING AND MATERIALS CONFORM TO THE LATEST EDITIONS OF THE DESIGN REFERENCES INCLUDING, BUT NOT LIMITED TO THE MUNICIPAL LAND DEVELOPMENT REGULATIONS, FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, FOOT MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (GREEN BOOK) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
30. THE CONTRACTOR SHALL INSTALL DROP CURBS AND HANDICAP RAMPS AT ALL INTERSECTIONS OF THE SIDEWALK WITH THE EXISTING AND PROPOSED PAVEMENT TO A.D.A. SPECIFICATIONS. ALL SIDEWALK RAMPS SHALL HAVE DETECTABLE WARNINGS PER FOOT STANDARD PLAN INDEX 522-00 FOR THE CURB RAMP AS SPECIFIED ON THESE PLANS.
31. THE STORMWATER MANAGEMENT SYSTEM IS TO BE MAINTAINED BY THE OWNER.
32. SLOAN ENGINEERING WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT. THESE ITEMS WILL BE CHECKED FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. SLOAN ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITHIN A REASONABLE TIME WHILE ALLOWING SUFFICIENT TIME FOR ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT SLOAN ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. SLOAN ENGINEERING WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
33. SLOAN ENGINEERING WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR.
34. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS THE ENGINEER OF RECORD BEEN RETAINED FOR SUCH PURPOSES.
35. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

BACKFILL, COMPACTION, AND INSPECTION NOTES

1. IT IS RECOMMENDED THE CONTRACTOR SUBMIT A TESTING PLAN TO THE ENGINEER BEFORE COMMENCING CONSTRUCTION SO ANY DEFICIENCIES CAN BE DETERMINED BEFORE STARTING.
2. PROCTOR TESTS SHALL BE PERFORMED ON ALL MATERIAL TO BE USED AS BACKFILL. TESTING FREQUENCY SHALL BE PER FOOT SPECIFICATIONS SECTION 125-9, MINIMUM 1 TEST PER SOIL TYPE OR REPRESENTATIVE SAMPLE.
3. ALL PIPE SHALL BE CAREFULLY LAID, TRUE TO THE LINES AND GRADES AS SHOWN ON THE PLANS. ALL PIPE SHALL BE LAID IN DRY BEDDING CONDITIONS.
4. BACKFILLING SHALL PROGRESS AS RAPIDLY AS THE CONSTRUCTION AND TESTING OF THE WORK WILL PERMIT. ALL BACKFILL MATERIAL SHALL BE SUITABLE AND FREE OF DELETERIOUS MATERIAL.
5. MATERIAL NOT SUITABLE FOR BACKFILL INCLUDES MUCK, ROCK, CLAY, PHOSPHATE SLIMES, OR OTHER PLASTIC MATERIALS INCLUDING A-2-6, A-2-7, A-4, A-5, AND A-7. NOTE: A-7 MAY BE USED AS SPECIFIED IN FOOT SPECIFICATIONS SECTION 125-9. THESE SOILS, IF ENCOUNTERED DURING SITE PREPARATION, SHOULD BE REMOVED WITHIN A 6' MARGIN OF THE CONSTRUCTION AREA AND FOOT #57 AGGREGATE BEDDING MATERIAL SHALL BE PLACED UNDER THE PIPE IN ACCORDANCE WITH THE TYPE A BEDDING DETAIL.
6. THE INITIAL BACKFILL SHALL BE CAREFULLY DEPOSITED ON BOTH SIDES OF THE PIPE AT THE SAME TIME AND UNIFORMLY COMPACTED AROUND THE BARREL OF THE PIPE UNTIL ENOUGH HAS BEEN PLACED TO PROVIDE A COVER OF 12" ABOVE THE CROWN OF THE PIPE. IN NO CASE SHALL BACKFILL MATERIAL BE PLACED IN THE TRENCH IN A MANNER THAT WILL CAUSE SHOCK TO OR UNEQUAL PRESSURE ON THE PIPE.
7. INITIAL LIFTS OF 6" SHALL BE PLACED UP TO THE TOP OF PIPE. LIFT MAY CONTINUE AT 12" INTERVALS THEREAFTER IF COMPACTION REQUIREMENTS CAN BE ACHIEVED.
8. IN AREAS WITHIN 6" OF ANY PAVED SURFACE, BACKFILL SHALL BE COMPACTED TO 100% OF T-99. IN ALL OTHER AREAS, BACKFILL SHALL BE COMPACTED TO 92% OF T-100.
9. EXCAVATABLE FLOWABLE FILL IS ACCEPTABLE.
10. BACKFILL AROUND STRUCTURES SHALL BE COMPACTED TO 100% OF T-99.
11. COMPACTION TESTS SHALL BE IN ACCORDANCE WITH SECTION 125-8 OF THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE CITY/COUNTY ENGINEER MAY DETERMINE THAT MORE COMPACTION TESTS ARE REQUIRED TO CERTIFY THE INSTALLATION DEPENDING ON FIELD CONDITIONS. THE LOCATIONS OF COMPACTION TESTS WITHIN THE TRENCH SHALL BE IN CONFORMANCE WITH THE FOLLOWING SCHEDULE:
 - 11.1. CROSS DRAIN CULVERTS SHALL HAVE A MINIMUM OF TWO DENSITY TESTS PER LIFT.
 - 11.2. ONE TEST AT THE SPRING LINE OF THE PIPE.
 - 11.3. AT LEAST ONE TEST FOR EACH 12-INCH LAYER OF BACKFILL WITHIN THE PIPE BEDDING ZONE FOR PIPES 24 INCHES AND LARGER.
 - 11.4. ONE TEST AT AN ELEVATION OF ONE FOOT ABOVE THE TOP OF THE PIPE.
 - 11.5. ONE TEST FOR EACH TWO FEET OF BACKFILL PLACED FROM ONE FOOT ABOVE THE TOP OF THE PIPE TO FINISHED GRADE ELEVATION.
12. TESTS SHALL BE STAGGERED AROUND EACH MANHOLE AND LIFT STATION'S WET WELL AND VALVE VAULT WITHIN THREE FEET OF EACH STRUCTURE'S OUTSIDE PERIMETER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:
 - 12.1. FIRST TEST SHALL BE ONE FOOT ABOVE THE STRUCTURE BASE; AND
 - 12.2. SECOND TEST SHALL BE TWO FEET ABOVE FIRST TEST
 - 12.3. SUBSEQUENT TESTS SHALL BE EVERY TWO FEET UP TO FINISHED SUBGRADE.
13. ONE TEST UNDER THE CENTER OF EACH LIFT STATION WET WELL BASE. COMPACTION SHALL HAVE A MINIMUM DENSITY OF 100 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY AASTO T-99.

12. CONTRACTOR TO INSPECT ALL STORM PIPES AND GRAVITY SANITARY SEWER MAINS UTILIZING A CLOSED CIRCUIT TELEVISION SYSTEM PREPARING A DVD OF THE RESULTS. THE ENGINEER SHALL DETERMINE THE CONDITION OF THE PIPE FOR ACCEPTABILITY. VIDEO SHALL EXTEND TO THE END OF ALL PIPES.

GENERAL POTABLE WATER, RECLAIM WATER, SANITARY SEWER, AND FORCEMAIN NOTES

1. CONTRACTOR TO MAKE A SUNSHINE ONE CALL AND FIELD LOCATE ALL EXISTING UTILITIES. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE.
2. ALL VALVES, SERVICES, FITTINGS, HYDRANTS, ETC. ARE NOT DRAWN TO SCALE BUT ARE SHOWN FOR SCHEMATIC PURPOSES ONLY. FOR PROPER INSTALLATION DETAILS SEE WATER AND SEWER DETAILS AND SPECIFICATIONS.
3. CONTRACTOR TO PERFORM ALL CONNECTIONS TO EXISTING WATER MAIN IN THE PRESENCE OF AUTHORIZED CITY OF APOKA UTILITIES DIVISION PERSONNEL.
4. SEE PLAN AND PROFILE SHEETS AND CROSS SECTIONS FOR VERTICAL ALIGNMENT OF WATER, SEWER, & STORM.
5. BACTERIOLOGICAL SAMPLING POINTS SHALL BE TAKEN AT ALL POINTS SHOWN ON UTILITY PLANS AND ALL POINTS INDICATED ON THE FDEP PERMIT. A MINIMUM OF 1 SAMPLE SHALL BE TAKEN AT THE PROPOSED METER LOCATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING THE SEWER & WATER DISTRIBUTION SYSTEM ACCORDING TO THE ENGINEER'S DESIGN AND THE LATEST CITY OF APOKA UTILITIES SPECIFICATIONS AND PROCEDURES.
7. CONTRACTOR SHALL PROVIDE ALL SERVICE AND BEND LOCATIONS TO THE ENGINEER FOR ASBUILT/RECORD DRAWINGS.
8. ALL PRESSURIZED MAINS SHALL BE POLY-PIGGED.
9. AS-BUILT DRAWINGS SHALL INDICATE ANY DEPARTURES FROM THE APPROVED PLANS DURING CONSTRUCTION.
10. THE SUBDIVIDER OR CONTRACTOR SHALL NOTIFY THE COUNTY OR CITY ENGINEER DIVISION AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
11. PROPOSED MANHOLES WITH INVERT SEPARATIONS OF 2.0 FEET OR GREATER WILL REQUIRE A DROP CONNECTION.
12. ALL HYDRANTS TO BE BETWEEN 5 AND 10 FEET FROM CURB AND 2 FEET FROM SIDEWALK. NOZZLE TO BE DIRECTED TOWARDS THE FIRE DEPARTMENT ACCESS ROAD.
13. BLUE REFLECTORS TO BE INSTALLED IN THE CENTER OF THE LANE NEAREST THE FIRE HYDRANT.
14. CONTRACTOR TO FIELD VERIFY CONNECTION PRESSURE AFTER THE IN TO FORCEMAIN HAS BEEN MADE WITH A GAUGE AND RECORDER. NOTIFY ENGINEER IF PRESSURE DEVIATES OUTSIDE THE DESIGN RANGE.
15. ALL WATER AND SEWER LINES ARE TO BE INSTALLED WITH A MINIMUM OF 3' OF COVER UNLESS OTHERWISE NOTED.
16. ALL CONSTRUCTION MATERIALS SHALL BE LISTED ON THE APPROVED MATERIALS LIST PROVIDED BY THE UTILITY COMPANY. CONTRACTOR TO ENSURE ALL PUBLICLY MAINTAINED ITEMS ARE IN ACCORDANCE WITH THE UTILITY CODE.
17. HORIZONTAL AND VERTICAL SEPARATION BETWEEN DISSIMILAR UTILITIES ARE TO BE MAINTAINED PER THE PROVIDED SEPARATION DETAIL, WHERE POSSIBLE. THE LEAST CONTAMINATED UTILITY SHALL BE PLACED ABOVE THE OTHERS. MINIMUM VERTICAL SEPARATION OF DISSIMILAR UTILITIES IS 12" UNLESS OTHERWISE NOTED.
18. SLOAN ENGINEERING GROUP SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO ANY TESTING OR DISINFECTION.
19. HYDROSTATIC TESTS CONSISTING OF PRESSURE TEST AND LEAKAGE TEST SHALL BE CONDUCTED ON ALL NEWLY-INSTALLED PRESSURE PIPES AND APPURTENANCES. THE TESTS SHALL BE IN ACCORDANCE WITH PROVISIONS OF AWWA C600 OR M23 AS APPLICABLE. ADDITIONAL TESTING STANDARDS BY THE UTILITY COMPANY MAY BE REQUIRED.
20. DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651-DISINFECTING WATER MAIN.
21. ROOF DRAINS, FOUNDATION DRAINS OR OTHER STORM WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
22. WHERE THE SOILS REPORT INDICATES THE POSSIBILITY OF UNSUITABLE MATERIAL IN THE VICINITY OF UTILITY LINES, THE CONTRACTOR SHALL DETERMINE THE NATURE AND EXTENT OF THIS UNSUITABLE MATERIAL, PREPARE TRENCH AND INSTALL THE UTILITY LINES IN ACCORDANCE WITH ASTM D-2321. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF THIS UNSUITABLE MATERIAL.
23. FOR PURPOSES OF BACKFILLING TRENCHES: COMMON FILL SHALL CONSIST OF MINERAL SOIL, SUBSTANTIALLY FREE OF CLAY, ORGANIC MATERIAL, MUCK, LOAM, WOOD, TRASH AND OTHER OBJECTIONABLE MATERIAL WHICH MAY BE COMPRESSIBLE OR WHICH CANNOT BE COMPACTED PROPERLY. COMMON FILL SHALL NOT CONTAIN STONES LARGER 3-1/2 INCHES IN ANY DIMENSION IN THE TOP 12 INCHES OR SIX INCHES IN ANY DIMENSION IN THE BALANCE OF FILL AREA. COMMON FILL SHALL NOT CONTAIN ASPHALT, BROKEN CONCRETE, MASONRY, RUBBLE OR OTHER SIMILAR MATERIALS. IT SHALL HAVE PHYSICAL PROPERTIES SUCH THAT IT CAN BE READILY SPREAD AND COMPACTED DURING FILLING. ADDITIONAL COMMON FILL SHALL BE IN ACCORDANCE WITH FOOT SPECIFICATIONS, UNLESS FINER MATERIAL IS APPROVED FOR USE IN A SPECIFIC LOCATION BY THE UTILITY COMPANY.

STREET SIGN NOTES

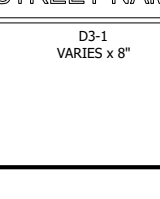
1. THE STOP SIGN SHALL BE INSTALLED ON THE RIGHT SIDE OF THE TRAFFIC LANE TO WHICH IT APPLIES. WHEN THE STOP SIGN IS INSTALLED AT THIS REQUIRED LOCATION AND THE SIGN VISIBILITY IS ADEQUATE, THE STOP SIGN SHALL BE PLACED IN ADVANCE OF THE STOP SIGN. THE STOP SIGN SHALL BE LOCATED AS CLOSE AS PRACTICAL TO THE INTERSECTION IT REGULATES, WHILE OPTIMIZING ITS VISIBILITY TO THE ROAD USER IT IS INTENDED TO REGULATE.
2. STOP SIGNS, WHEN USED TO SUPPLEMENT A STOP SIGN, SHOULD BE LOCATED AT THE POINT WHERE THE ROAD USER SHOULD STOP. IF ONLY ONE STOP SIGN IS INSTALLED ON AN APPROACH, THE STOP SIGN SHOULD NOT BE PLACED ON THE FAR END OF THE INTERSECTION. WHERE TWO ROADS INTERSECT AT AN ACUTE ANGLE, THE STOP SIGN SHOULD BE POSITIONED AT AN ANGLE, OR SHIELDED, SO THAT THE LEGEND IS OUT OF VIEW OF TRAFFIC TO WHICH IT DOES NOT APPLY. WHERE THERE IS A MARKED CROSSWALK AT THE INTERSECTION, THE STOP SIGN SHOULD BE INSTALLED IN ADVANCE OF THE CROSSWALK LINE NEAREST TO THE APPROACHING TRAFFIC.
3. STREET NAME SIGN FOR A PUBLIC ROAD, SHALL USE A BLADE WITH GREEN BACKGROUND WITH WHITE BORDERS AND LETTERS. STREET NAME SIGN FOR A PRIVATE STREET SHALL BE BLADE WITH WHITE BACKGROUND WITH GREEN LETTERS. ALL STREET SIGNS SHALL BE MOUNTED ON 2.5" ROUND ALUMINUM POLE WITH GALVANIZED COLOR. THE STREET NAME SIGN BLADE SHALL BE FLAT, HIGH-INTENSITY PRISMATIC REFLECTIVE ALUMINUM WITH 0.081 GAUGE THICKNESS. THE STREET NAME BLADE SHALL BE DOUBLE SIDED. USE A STREET NAME SIGN MOUNT (180 DEGREES) AND A CROSS BLADE HOLDER AT LEAST 12 INCHES IN LENGTH. THE STREET NAME SIGN ASSEMBLY SHALL BE INSTALLED MOUNTED MUTCO.
4. AS AN OFFICIAL TRAFFIC SIGN, STOP SIGNS AND STREET NAME SIGNS SHALL FOLLOW MUTCO SECTION 2A.07 RETROREFLECTIVITY AND ILLUMINATION, AND SECTION 2A.05 STREET NAME SIGNS, PARAGRAPH 14. THESE STANDARDS STATE THAT SIGNS MUST BE REFLECTIVE OR ILLUMINATED, DAY AND NIGHT.



INDICATES STOP SIGN & STOP LINE REQUIRED (SECTION 2B.05, MUTCD 2003)



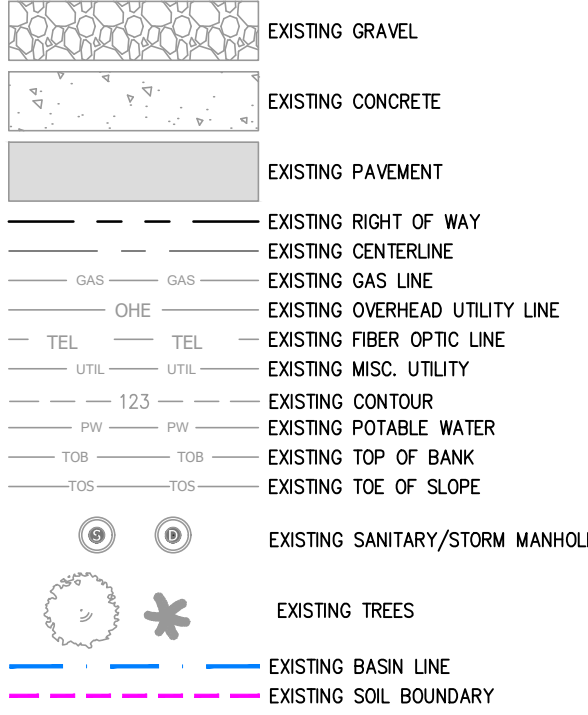
INDICATES SPEED LIMIT SIGN REQUIRED (SECTION 2B.13, MUTCD 2003)



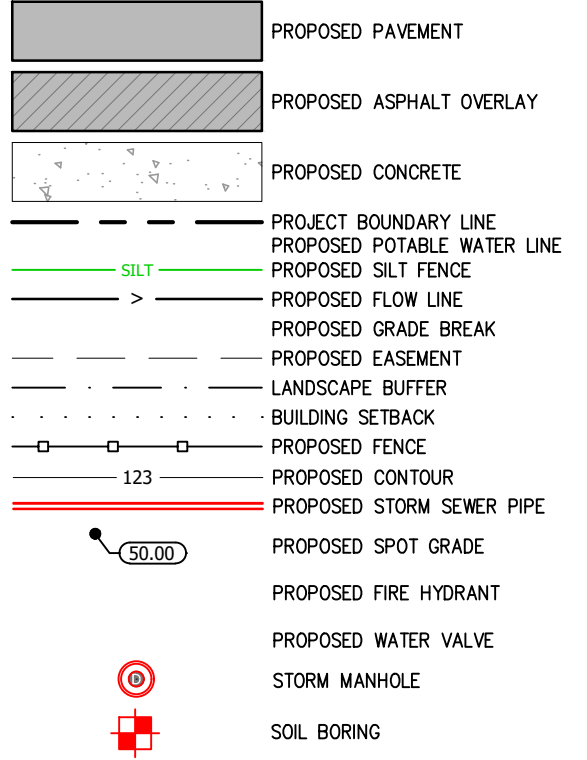
INDICATES STREET NAME SIGN REQUIRED (SECTION 2D.38, MUTCD 2003)

STREET NAME SIGNS SHOULD BE PLACED AT ALL INTERSECTIONS, PER MUTCO

EXISTING LEGEND



PROPOSED LEGEND



NOTE: NOT ALL ITEMS MAY BE USED ON THESE PLANS

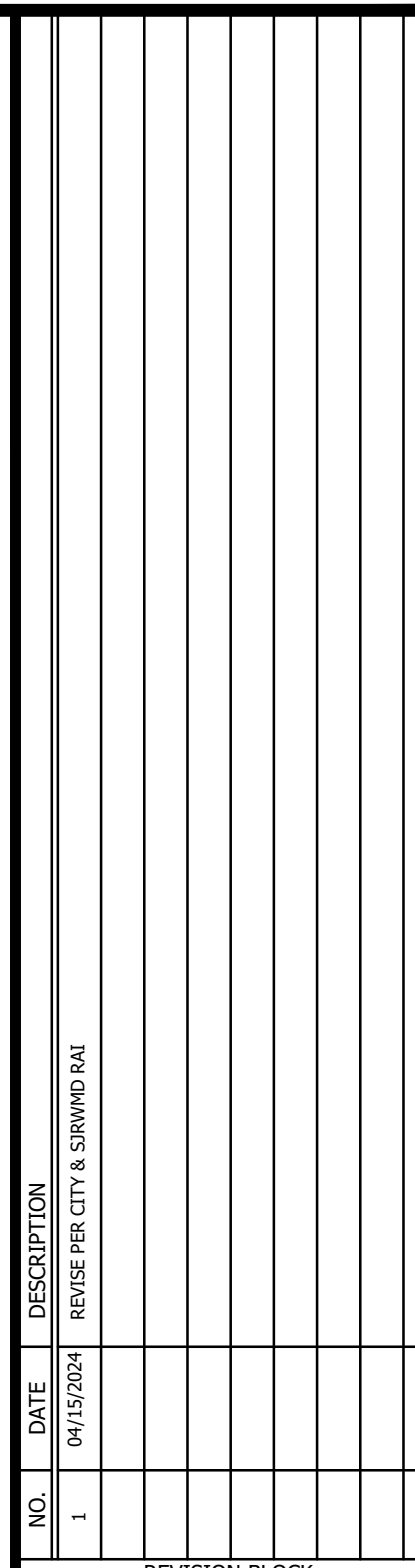
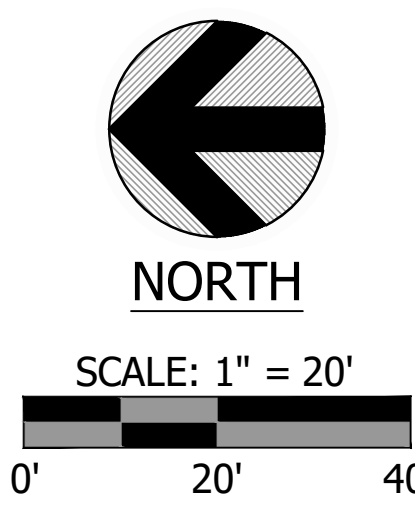
CLIENT:	PROJECT:	PROJECT NO.	SHEET
COLE VALLEY PARTNERS	DUTCH BROS FL1202	2689	C101



150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
(863) 860-1959
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26347

NOTES & SPECIFICATIONS

1432 W ORANGE BLOSSOM TRAIL, APOKA, FL 32712



REVISION BLOCK

MICHAEL O. FLORA, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 79415

THIS DOCUMENT IS THE PROPERTY OF THE STATE OF FLORIDA. IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSE SPECIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE STATE OF FLORIDA.

07/12/2024

NOT VALID UNLESS PHYSICALLY
DIGITALLY SIGNED BY THE ENGINEER

DESIGNED BY: _____

MF

DRAWN BY: _____

IV

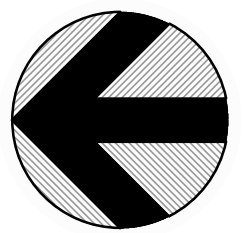
CHECKED BY: _____

MF



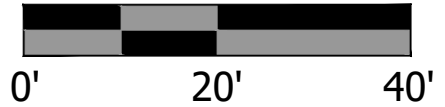
SLOAN
Engineering Group
125 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (882) 800-3945 FAX: (882) 800-1159
FLORIDA LICENSE #E OF AUTHORIZATION (ELCA) # 962497

PROJECT NO.		SHEET	
2689		C200	



NORTH

SCALE: 1" = 20'



SITE CHARACTERISTICS

PARCEL INFORMATION:

PARCEL ID: 05-21-38-0000-00-075
PROPOSED USE: COFFEE SHOP W/DRIVE THRU
FLOOD AREA: ZONE X
ZONING: C-C COMMUNITY COMMERCIAL
PARCEL AREA: 0.793 AC
OPEN SPACE SET-ASIDE: 3,905 SF (11.31%)

BUILDING SETBACKS:

NORTH: 10'
SOUTH: 10'
EAST: 10'
WEST: 10'

SITE AREAS:

PRE DEVELOPMENT

IMPERVIOUS:	0.000 AC	0 SF	0.00%
PERVIOUS:	0.793 AC	34,537 SF	100.00%
TOTAL SITE AREA:	0.793 AC	34,537 SF	100.00%

POST DEVELOPMENT

PERVIOUS:	0.281 AC	12,222 SF	35.39%
IMPERVIOUS:	0.512 AC	22,315 SF	64.61%
PAVEMENT/CONCRETE:	0.490 AC	21,365 SF	
BUILDING:	0.022 AC	950 SF	
TOTAL SITE AREA:	0.793 AC	34,537 SF	100.00%

PARKING STATISTICS

REQUIRED PARKING:

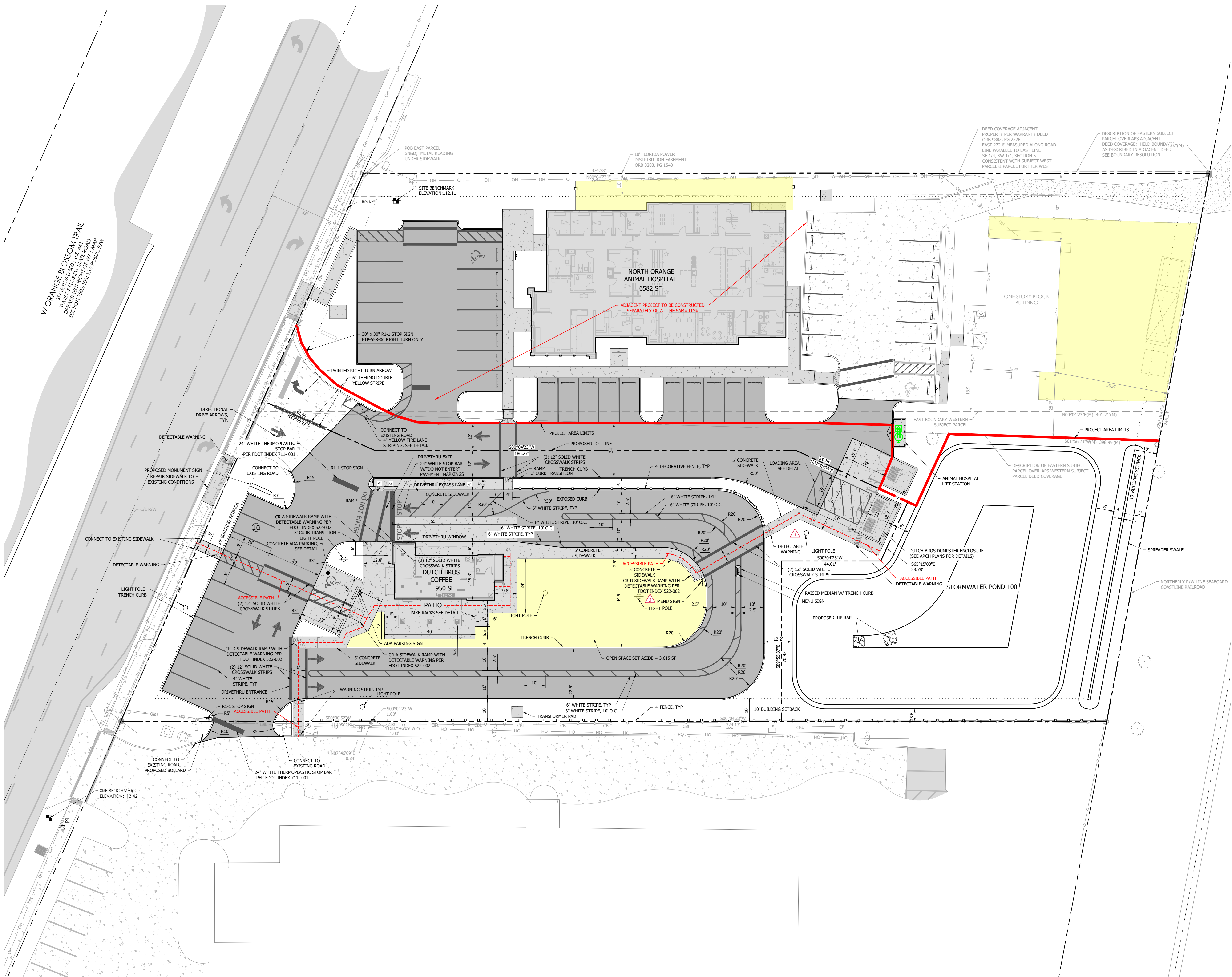
1 SPACE PER 100 SF GFA = 9.75 x 1 = 10 SPACES REQUIRED

PROVIDED PARKING:

STANDARD SPACES	10 SPACES
ADA SPACES	02 SPACES
TOTAL PARKING PROVIDED =	12 SPACES
BICYCLE PARKING PROVIDED =	02 SPACES

SITE NOTES

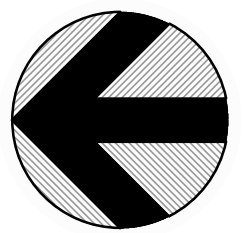
- SEE BOUNDARY & TOPOGRAPHY SURVEY FOR LEGAL DESCRIPTION & BENCHMARK INFO.
- CONTRACTOR TO REFERENCE ARCHITECTURAL DRAWINGS FOR DETAILED DESIGN OF PROPOSED BUILDING, INCLUDING SLAB DESIGN, UTILITY CONNECTIONS, DOORWAYS, AND OTHER SITE ITEMS. GC TO NOTIFY ENGINEER OF RECORD OF ANY DEVIATIONS FROM CIVIL PLANS BEFORE CONSTRUCTION.
- ALL PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED, AND SHALL BE ACCOMPLISHED WITH USE OF PAINTING MACHINES AND/OR STENCILS. ALL PAINT FOR PAVEMENT MARKINGS SHALL MEET THE REQUIREMENTS OF SOLVENTBORNE APPLICATION RECOMMENDATIONS.
- PARKING STALLS STRIPING SHALL BE 4" WIDE AND SHALL BE STRAIGHT WITH A CLEAN EDGE. ALL DIRECTIONAL ARROWS, STOP BARS, ETC SHALL CONFORM TO THE LATEST MUTCD.
- ALL PROPOSED ADA SPACES ARE VAN ACCESSIBLE. ADA PARKING SIGNS SHALL INDICATE SUCH.
- KNOX BOXES ARE TO BE PROVIDED FOR EACH BUILDING.



CLIENT: COLE VALLEY PARTNERS
PROJECT: DUTCH BROS FL1202

PROJECT NO. 2689
SHEET C300

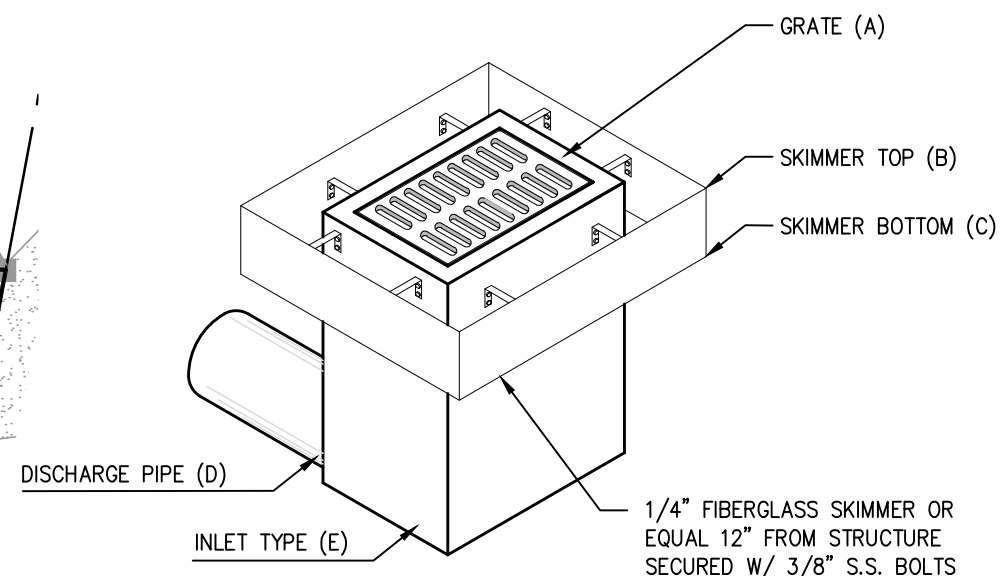
1432 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712



NORTH

SCALE: 1" = 20'

0' 20' 40'



#	A	B	C	D	E
CS-100	108.25	108.50	107.25	12" HDPP @ 106.10	TYPE C INLET

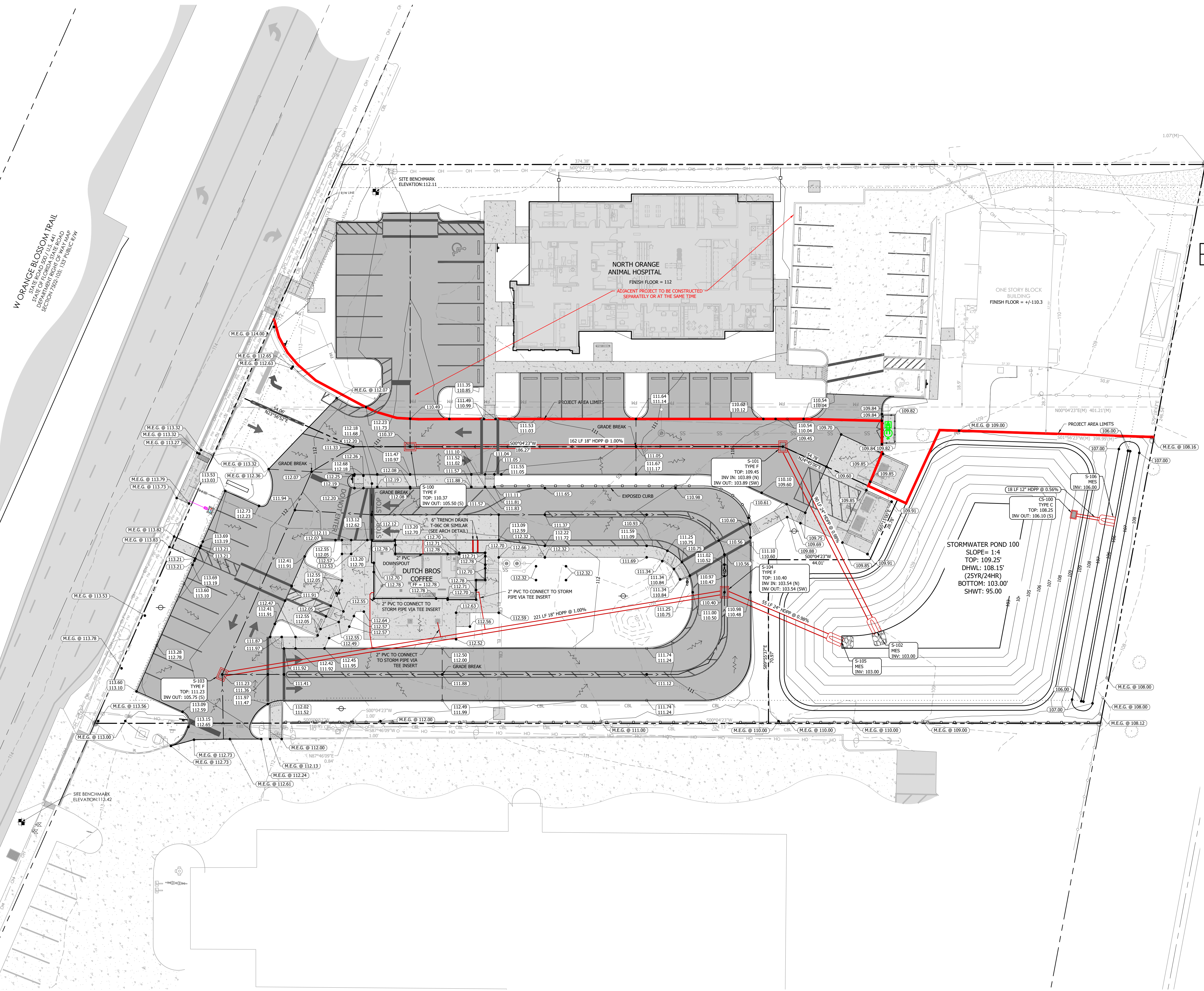
CONTROL STRUCTURE DETAILS

NIS

POND AREAS

POND	TOP	BOTTOM	DHWL (25YR/24HR)
100	0.249 AC @ 109.25	0.057 AC @ 103.00	108.15

W ORANGE BLOSSOM TRAIL
STATE ROAD 100 / US 441
DUTCH BROS COFFEE
SECTION 202.103.123 PUBLIC R/W



NO.	DATE	DESCRIPTION
1	01/15/2024	REVISED PER CITY BAL
2	06/11/2024	REVISED PER CITY BAL 2

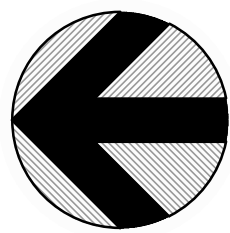
DESIGNED BY:	MF
DRAWN BY:	IV
CHECKED BY:	MF

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
883.807.8603 (MO) 883.159.159 (FAX)
FLORIDA CERTIFICATE OF AUTHORIZATION (FLC) 126247

CLIENT:	COLE VALLEY PARTNERS
PROJECT:	DUTCH BROS FL1202
PROJECT NO.	2689
SHEET	C400

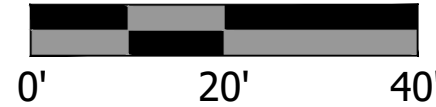
GRADING & DRAINAGE PLAN

1432 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712



NORTH

SCALE: 1" = 20'

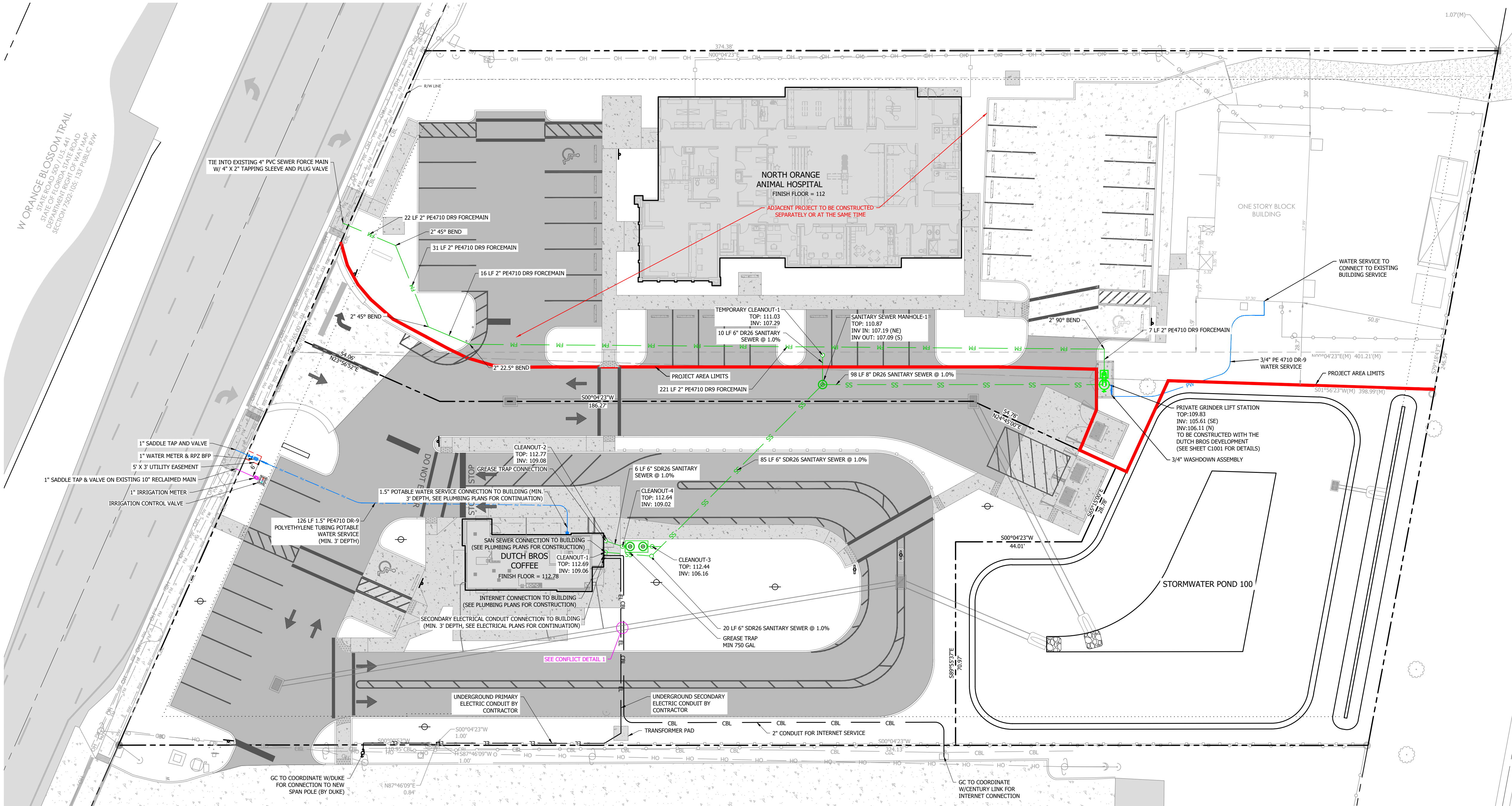
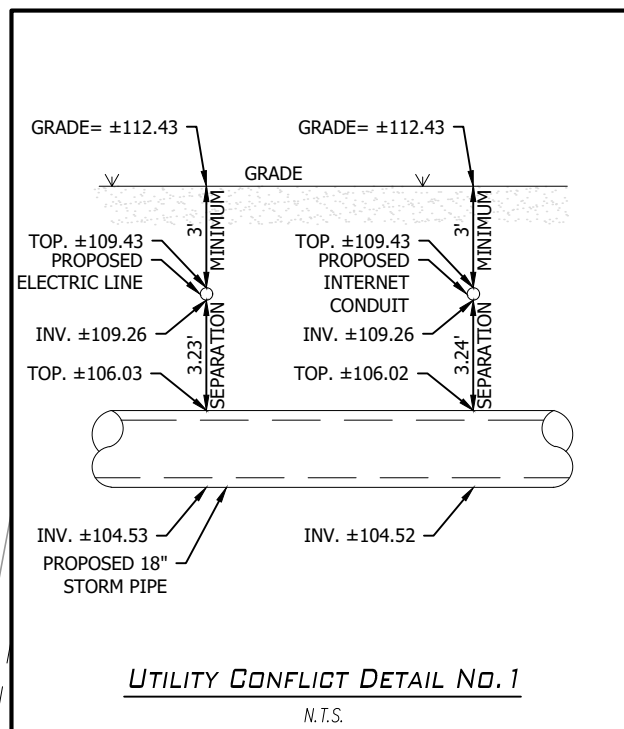


GENERAL UTILITY NOTES

1. ALL UTILITIES LOCATED OUTSIDE PUBLIC RIGHT-OF WAY AND PUBLIC EASEMENTS SHALL BE PRIVATELY OWNED MAINTAINED.
2. ALL METERS SHALL BE INSTALLED BY CITY OF APOPKA.
3. CONTRACTOR TO MAINTAIN A MINIMUM OF 3' COVER OVER ALL PROPOSED WATER, WASTEWATER AND RECLAIMED WATER LINES.
4. THE SOURCE OF THE IRRIGATION WATER IS CITY OF APOPKA RECLAIMED WATER.
5. ALL PVC PIPE FROM FOUR INCHES AND LARGER SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C-900. THE PVC PIPE SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 PSI AND SHALL HAVE A DIMENSION RATIO (DR) OF 14. ALL FIRE LINES SHALL BE DR 14 PVC PIPE.
6. ALL POTABLE WATER PIPES SHALL BE MARKED WITH MANUFACTURER'S IDENTIFICATION, SIZE, MATERIAL, PRESSURE RATING AND SHALL BEAR THE NSF-LOGO FOR POTABLE WATER USE.
7. CONTRACTOR SHALL LOCATE ALL UTILITY (WATER & SEWER) SERVICE LINES PRIOR TO CONSTRUCTION OF THE NEW BUILDING SLAB.
8. ALL EXISTING UTILITIES HAVE BEEN FIELD VERIFIED AT ALL POINTS OF CONNECTION TO, AND AT ALL AREAS OF CONFLICT WITH CITY OF APOPKA MAINS.
9. BUILDINGS MUST BE MONITORED BY AN AUTOMATIC FIRE ALARM SYSTEM IS REQUIRED TO HAVE SPRINKLERS.

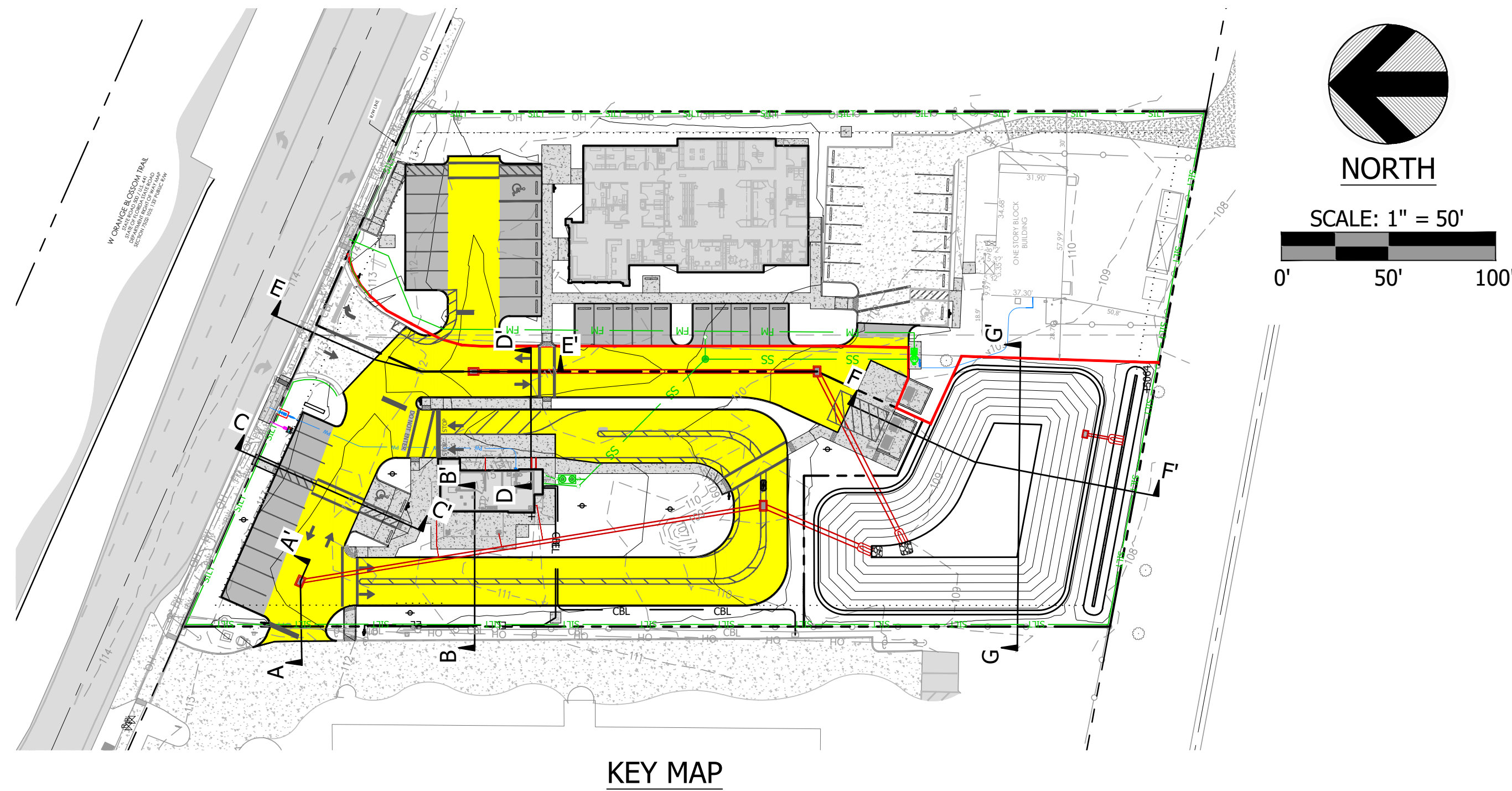
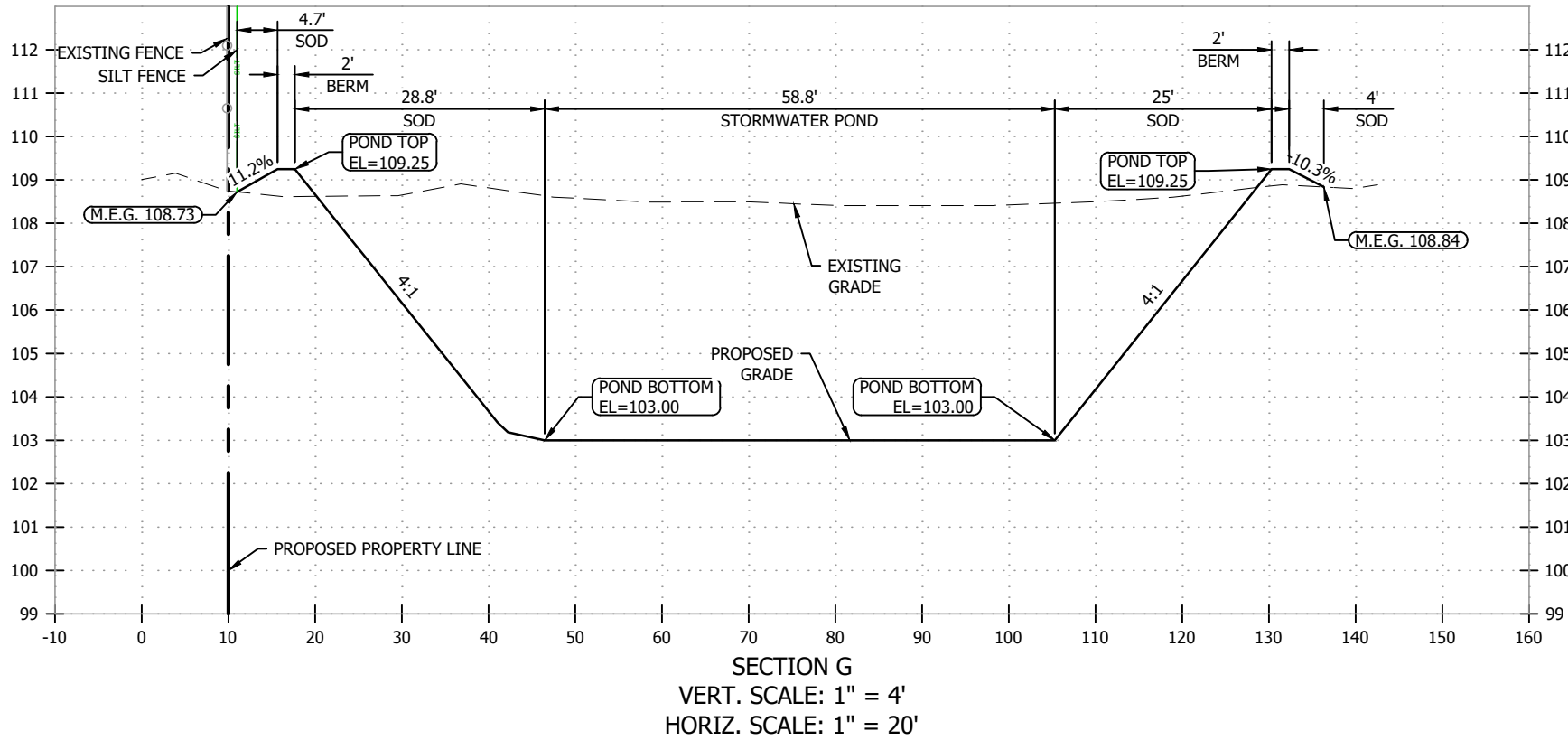
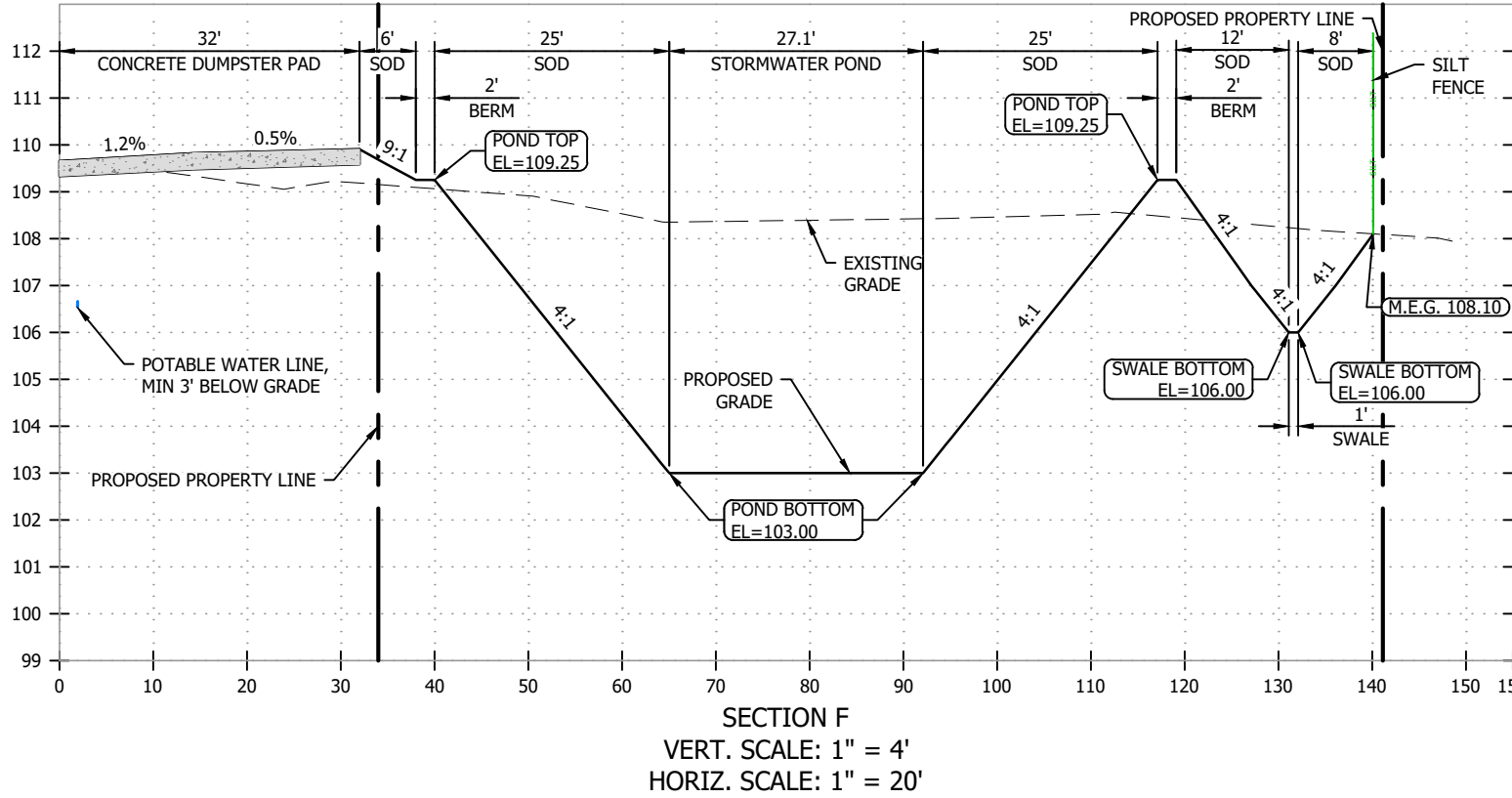
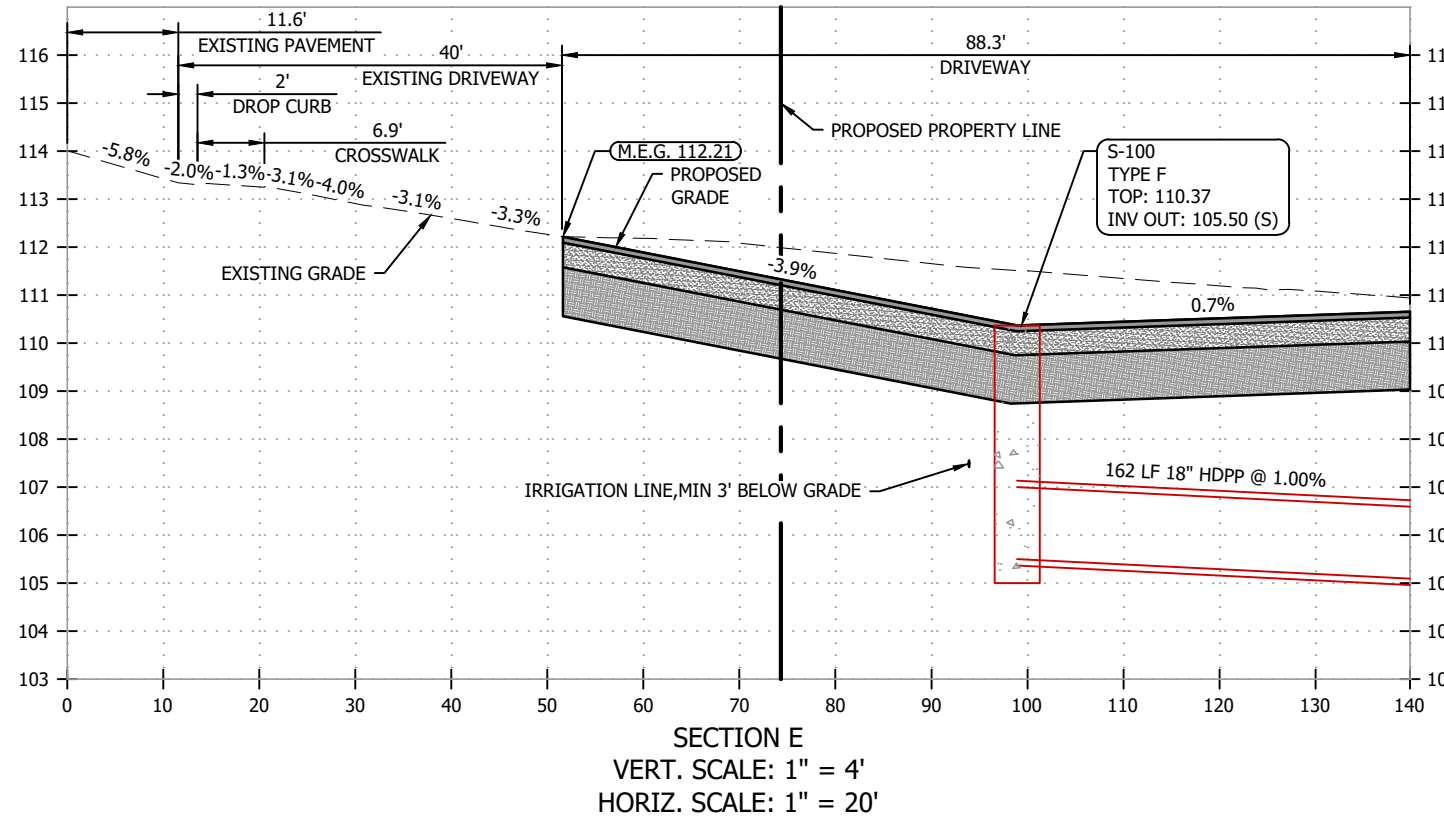
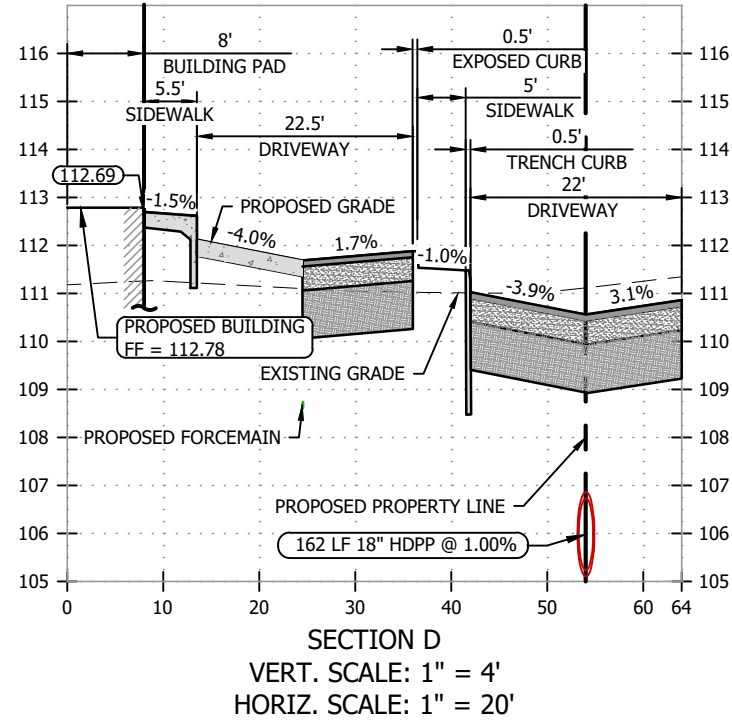
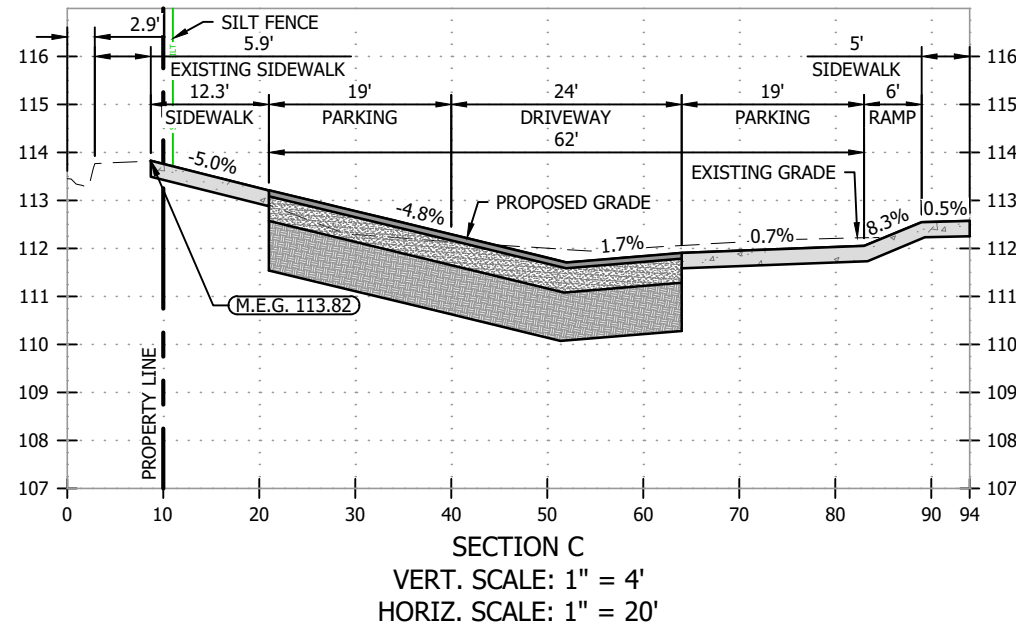
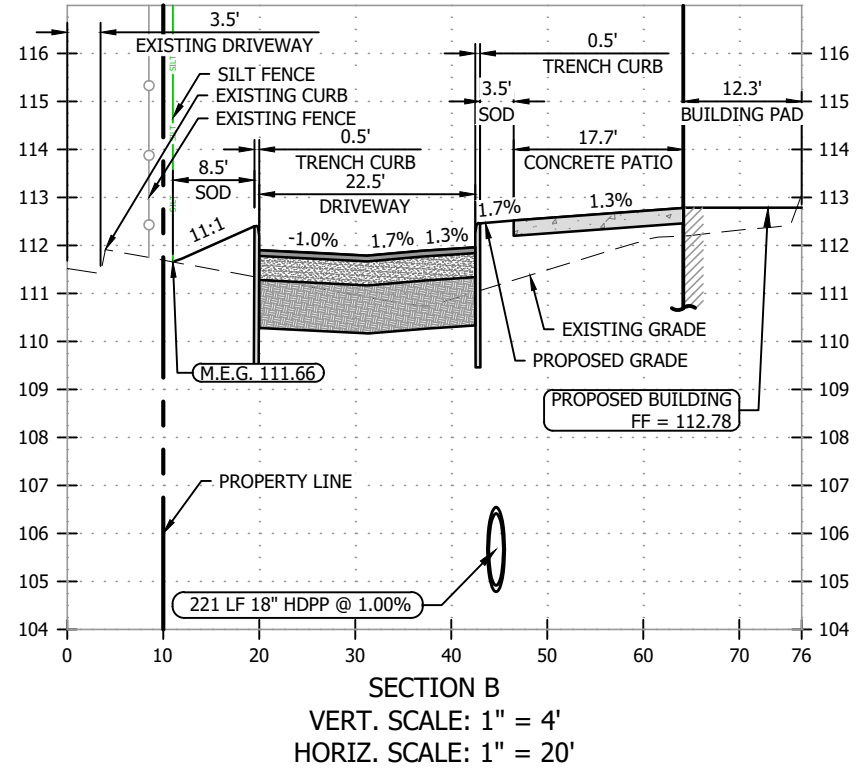
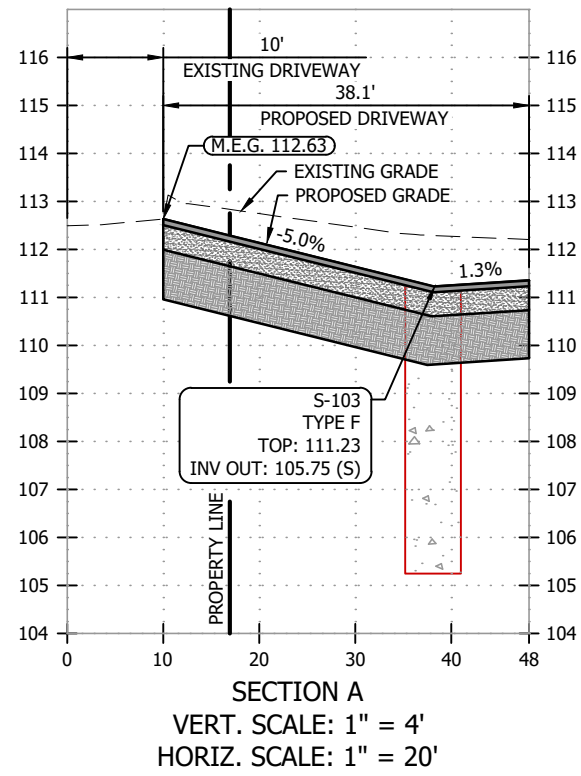
GENERAL WATER SPECIFICATIONS

1. ALL CONSTRUCTION SHALL MEET THE CITY OF APOPKA UTILITIES CODE FOR MATERIAL, INSTALLATION, AND DISINFECTION.
2. ALL HYDROSTATIC TESTING SHALL BE IN ACCORDANCE WITH ANSI/AWWA C600-93 SECTION 4.
3. THE DISINFECTION OF WATER MAINS SHALL BE IN COMPLIANCE WITH "RULES OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION - CHAPTER 62-555 "PERMITTING AND CONSTRUCTION OF PUBLIC WATER SYSTEMS" THE PROCEDURE WILL MEET AND EXCEED THE REQUIREMENTS SET FORTH IN ANSI/AWWA STANDARDS C651-92 DISINFECTING WATER MAINS.
4. ALL CONNECTIONS TO THE EXISTING WATER MAINS SHALL BE MADE AFTER COMPLETE DISINFECTION OF THE PROPOSED WATER SYSTEM AND SHALL BE MADE UNDER THE DIRECTION OF CITY OF APOPKA UTILITIES REPRESENTATIVE. VALVES SEPARATING THE MAINS BEING INSTALLED FROM EXISTING MAINS SHALL BE OPERATED BY OR UNDER THE DIRECTION OF CITY OF APOPKA UTILITIES REPRESENTATIVE. THE EXISTING WATER MAIN SHALL BE PROTECTED FROM BACKFLOW CONTAMINATION DURING ALL TESTING PROCEDURES.
5. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
6. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

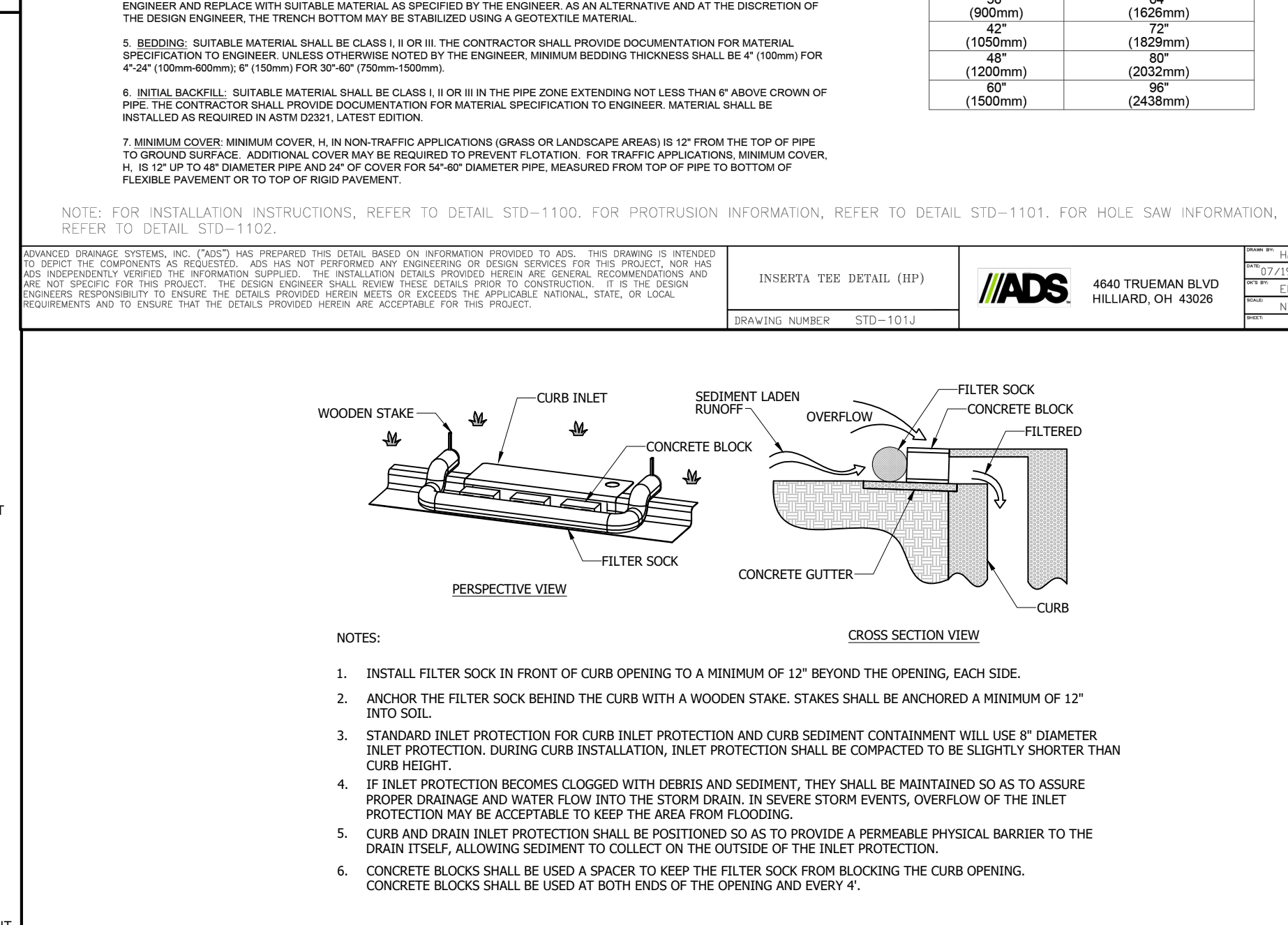
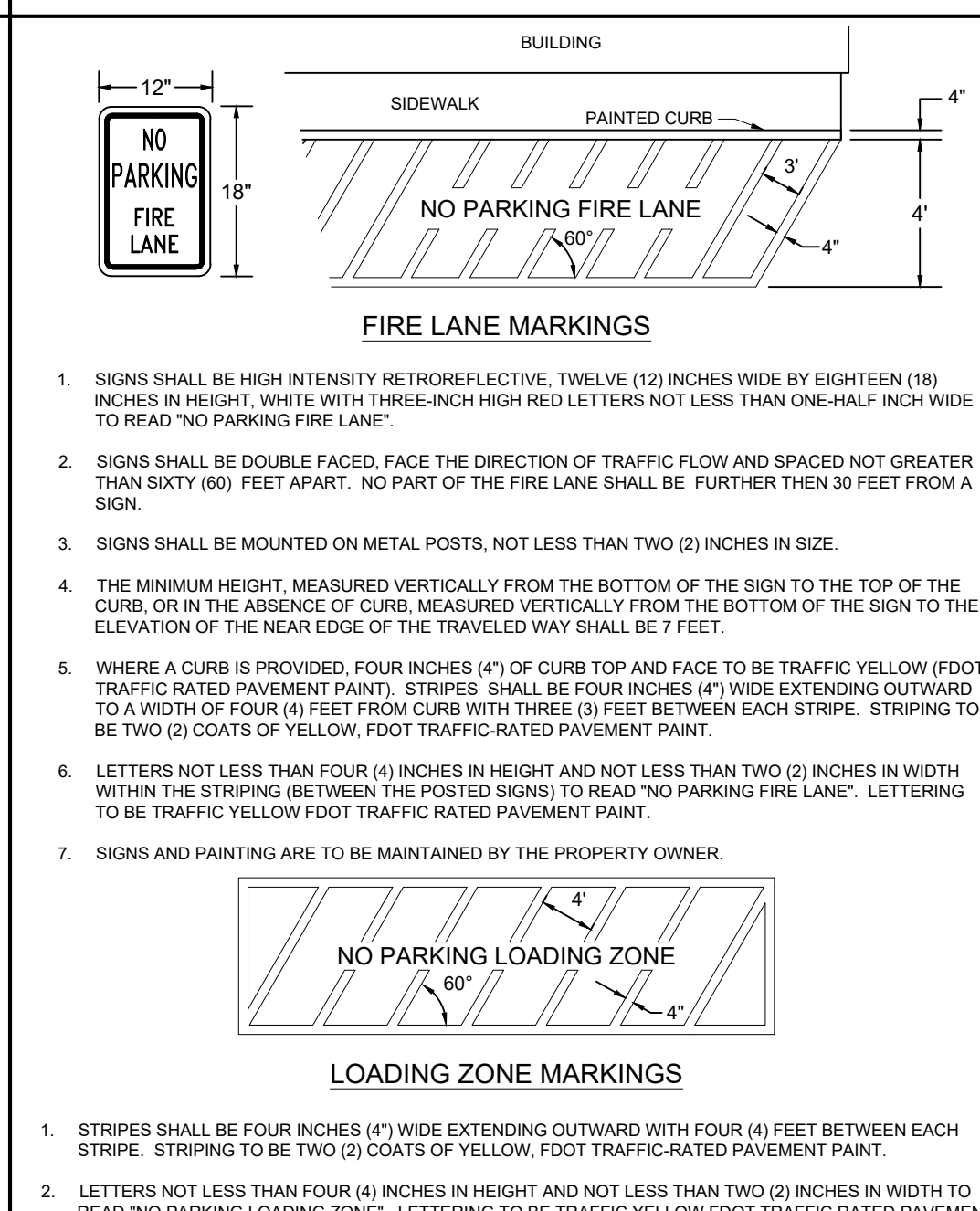
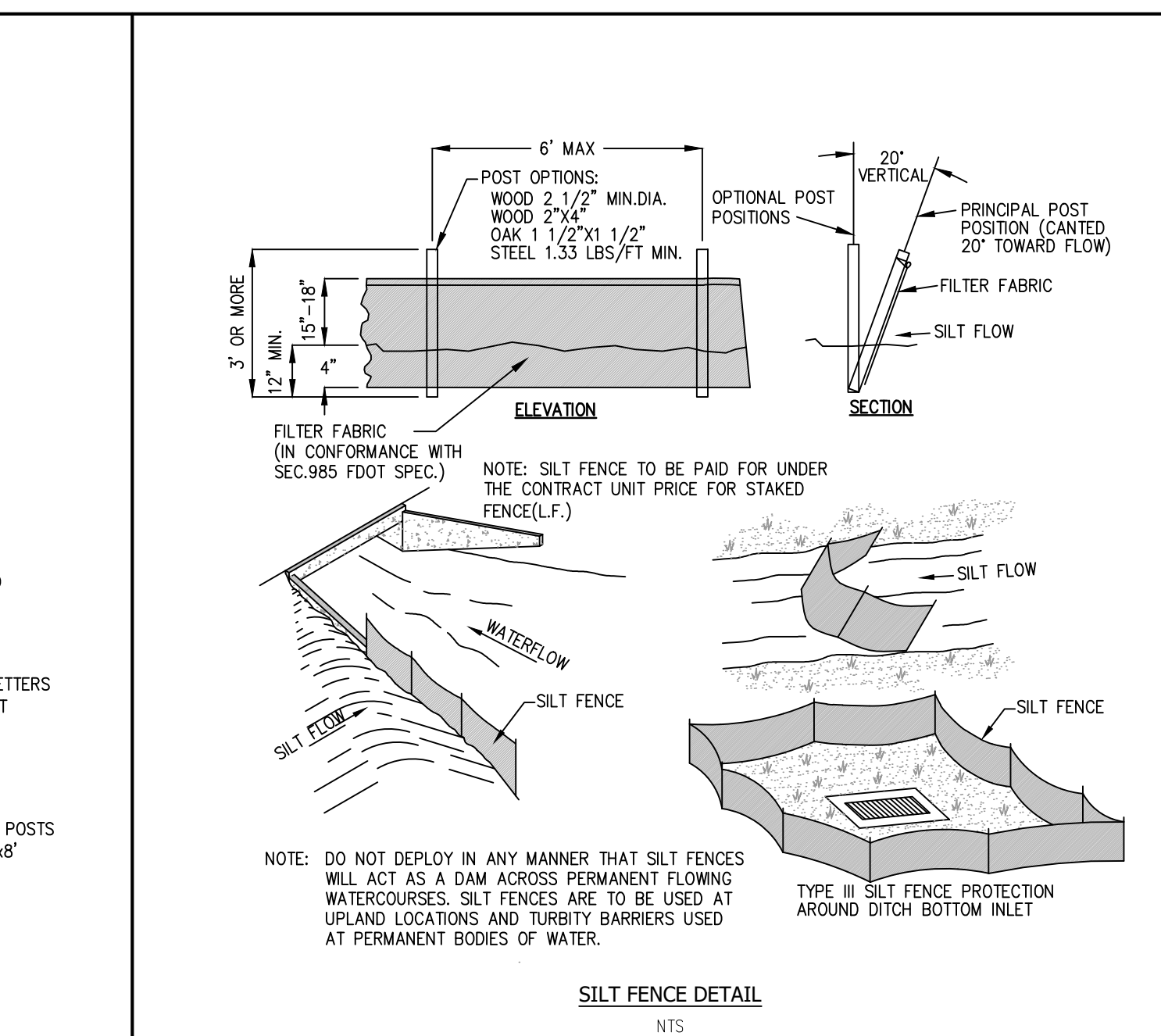
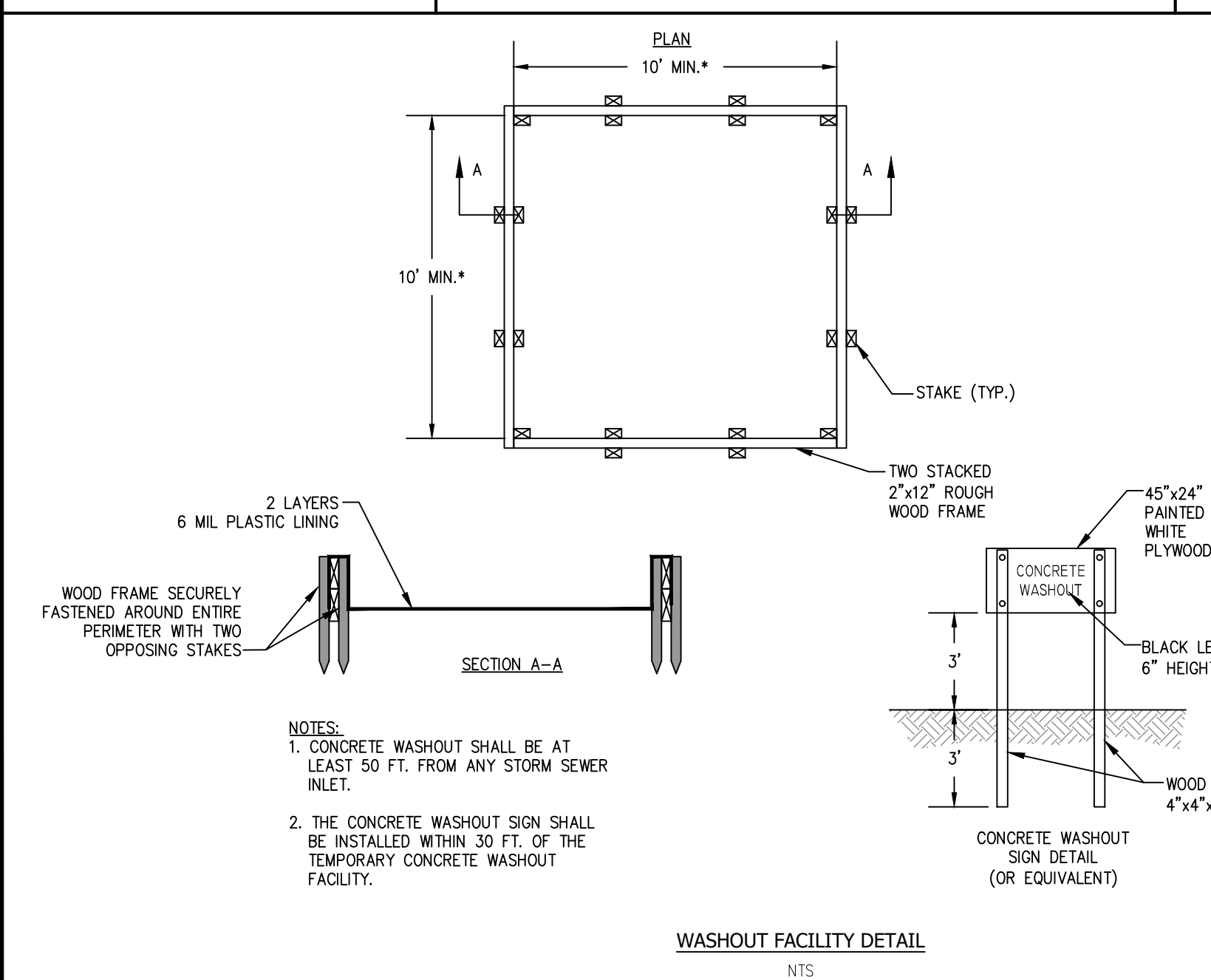
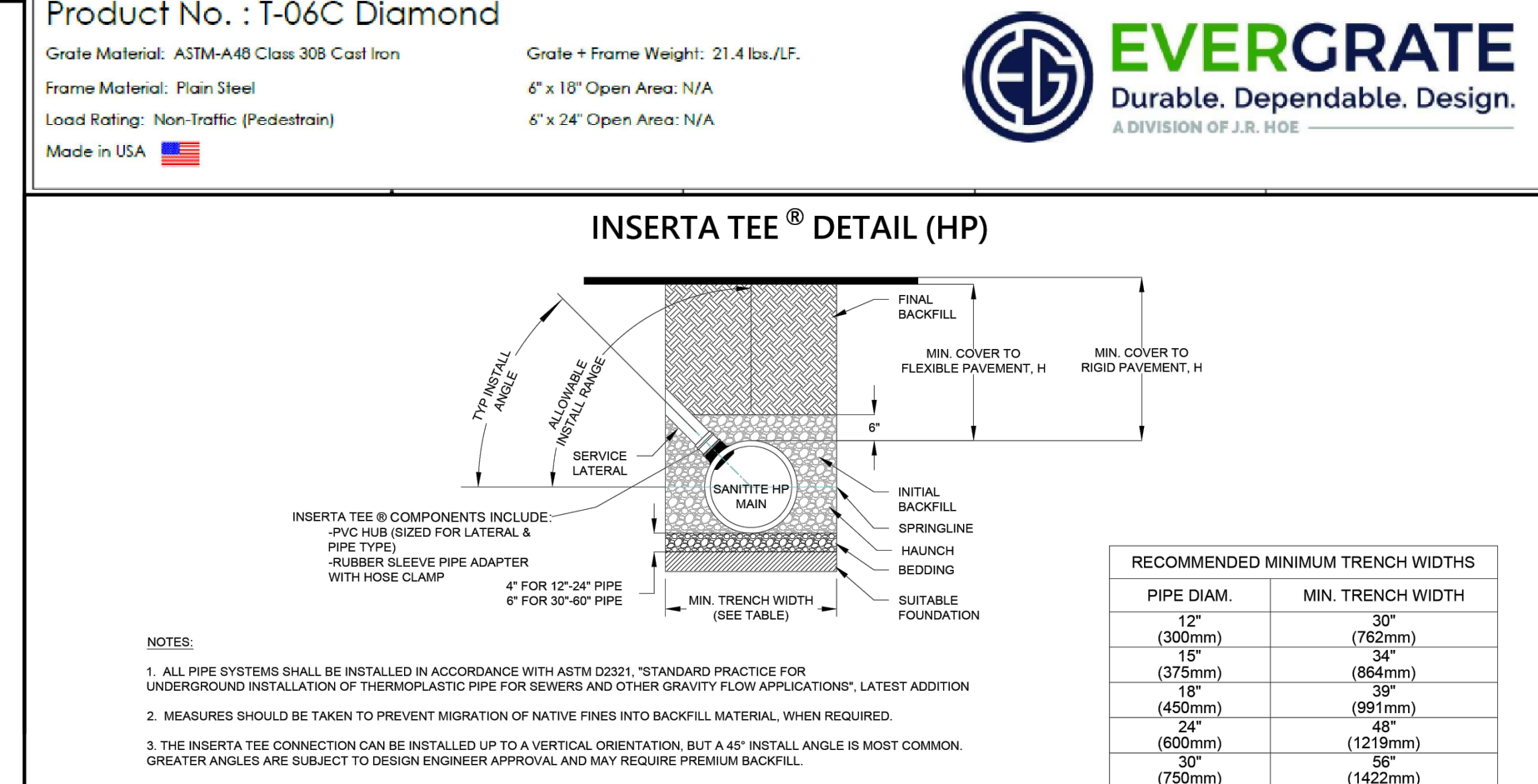
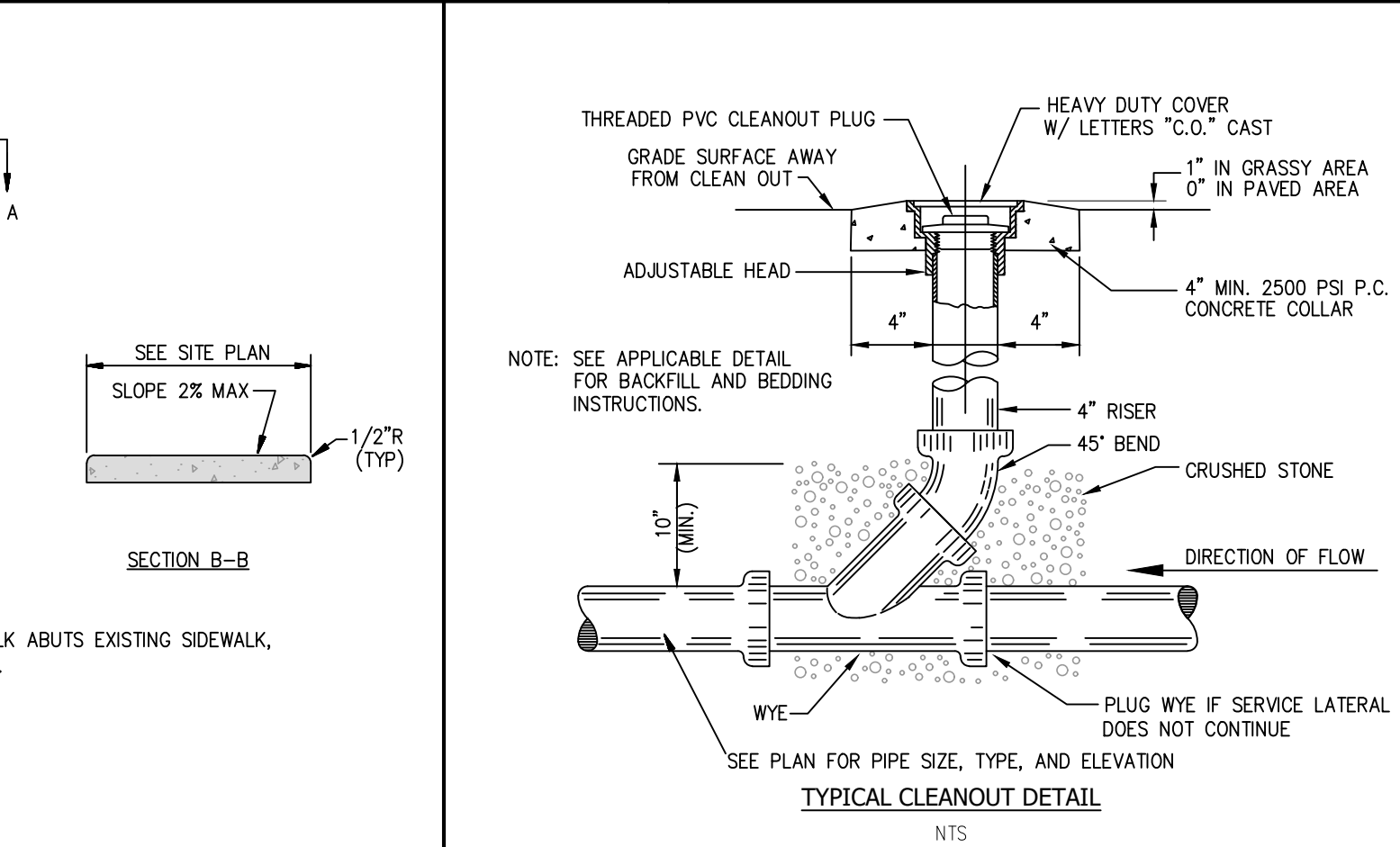
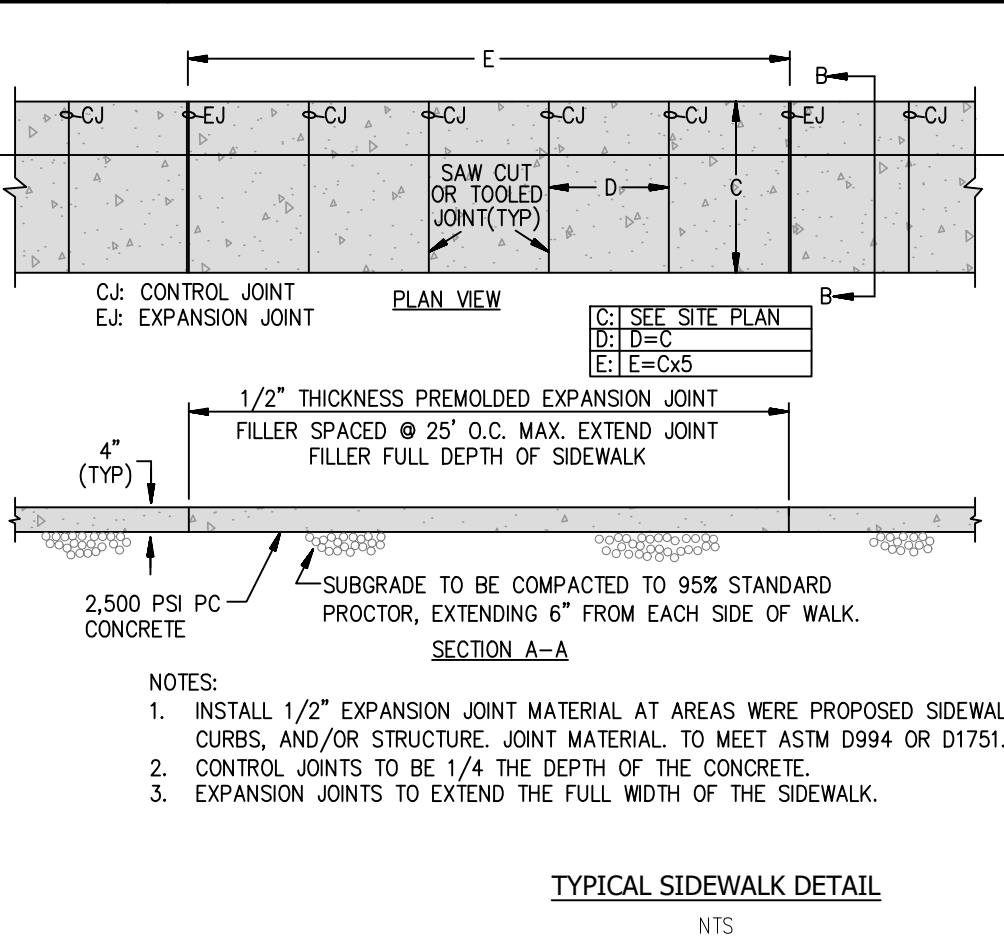
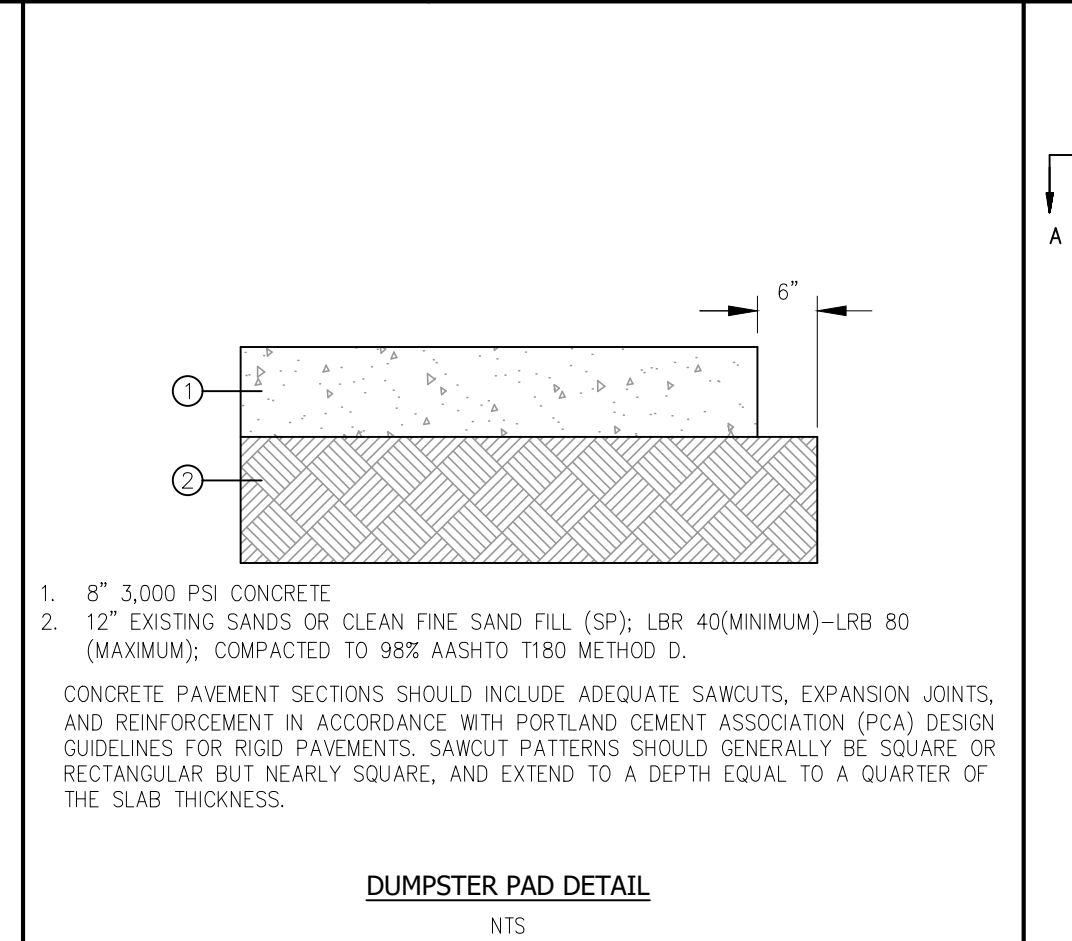
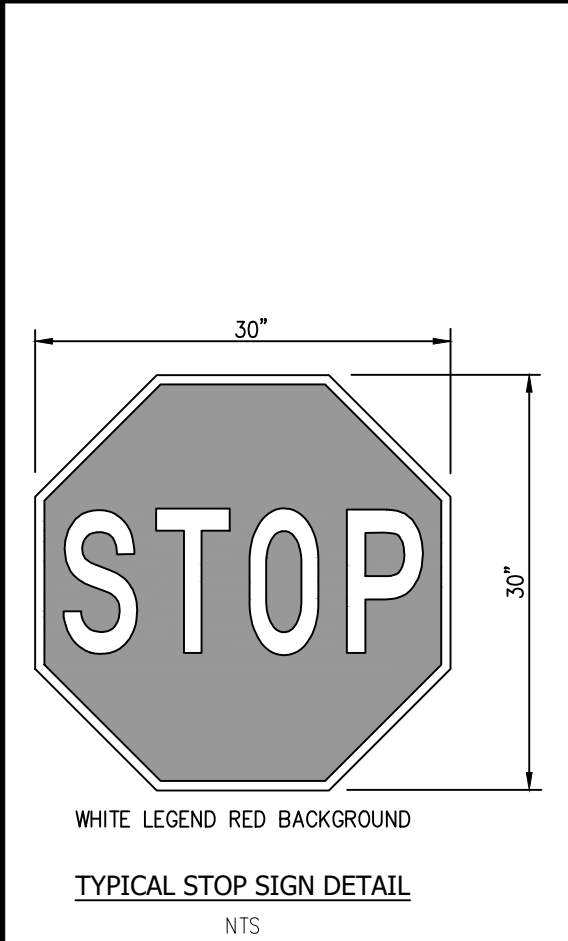
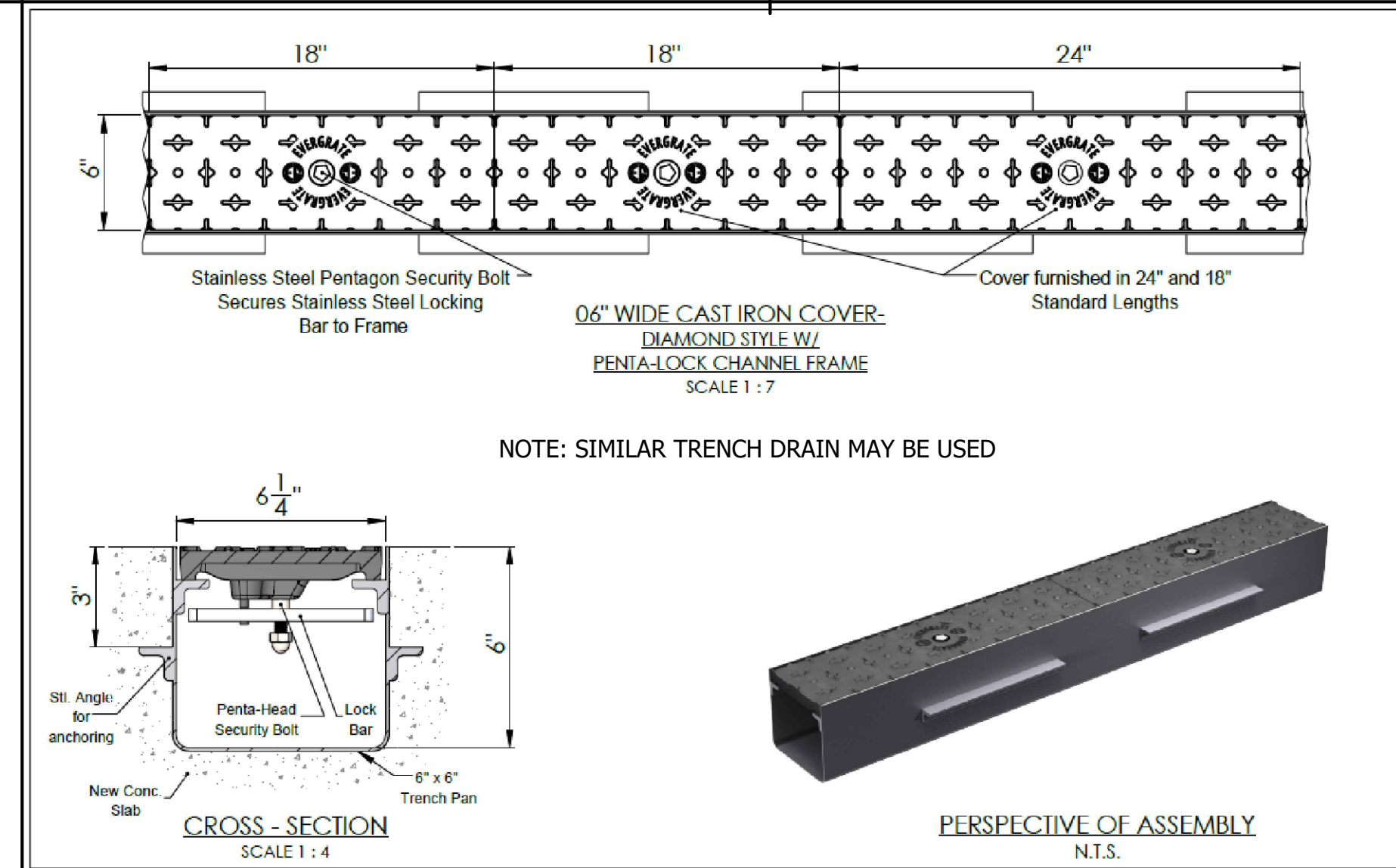
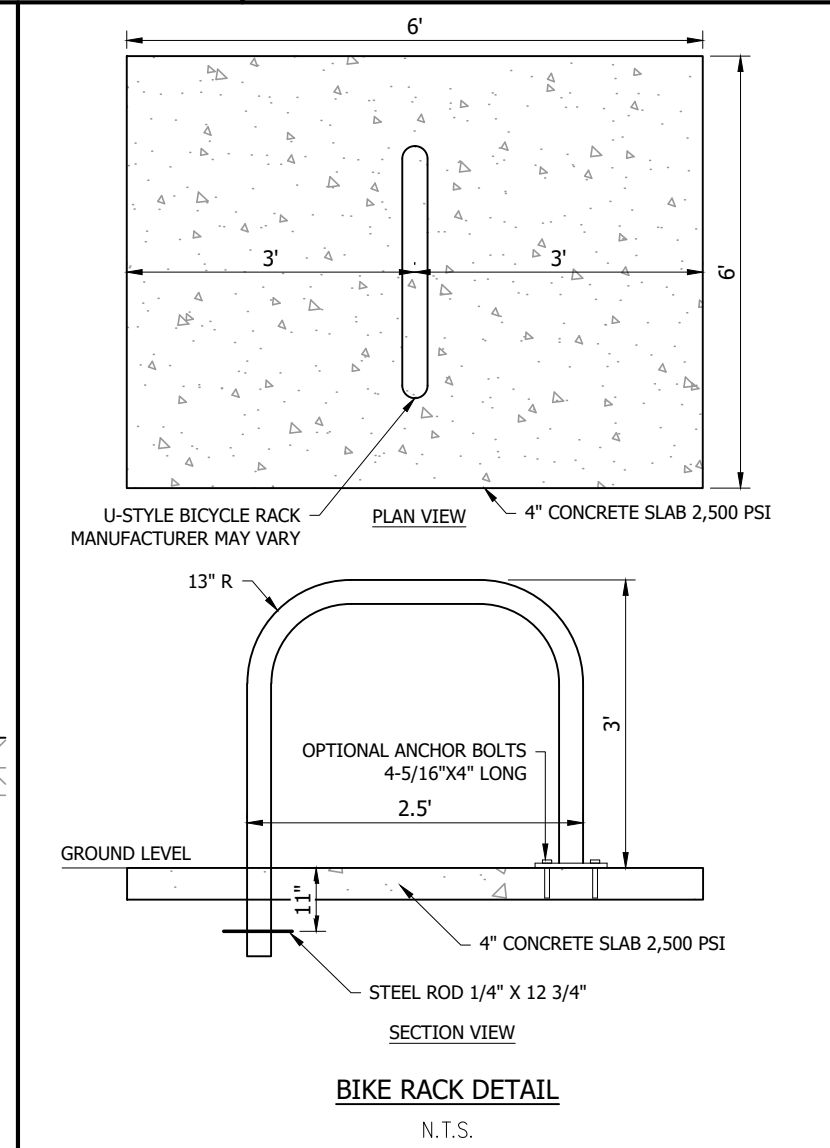
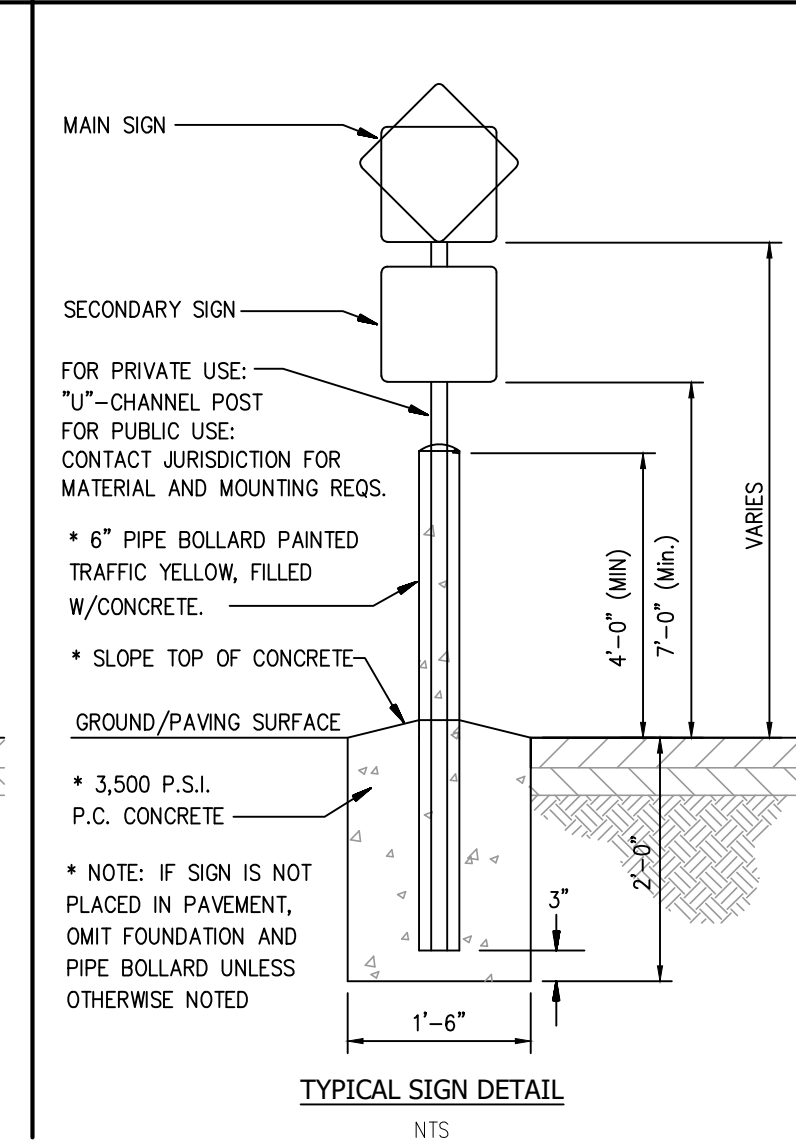
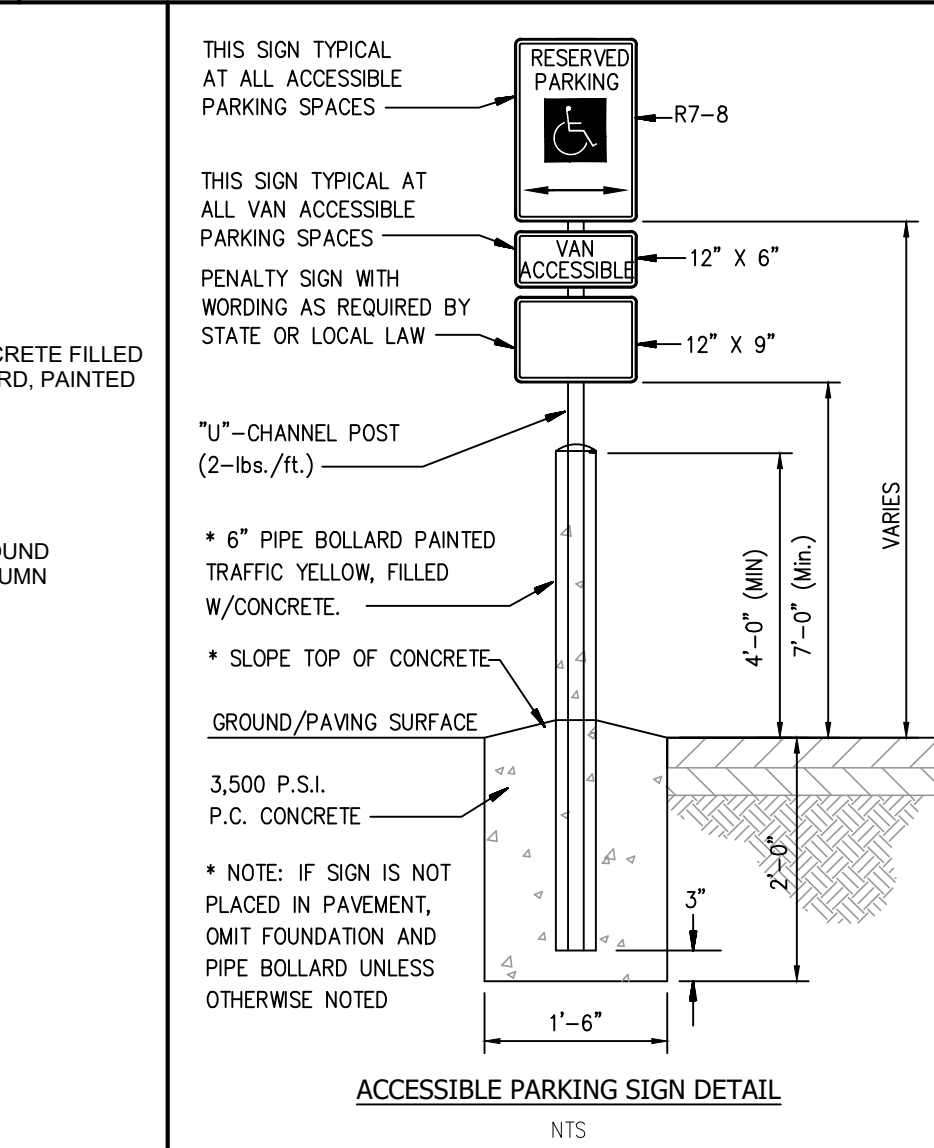
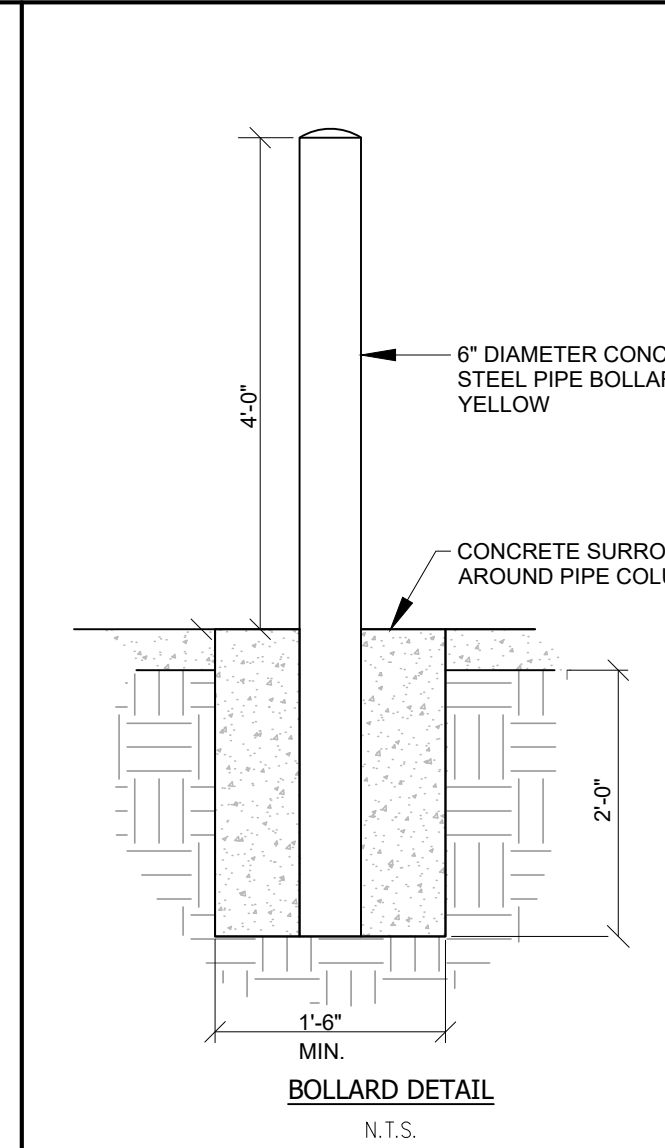
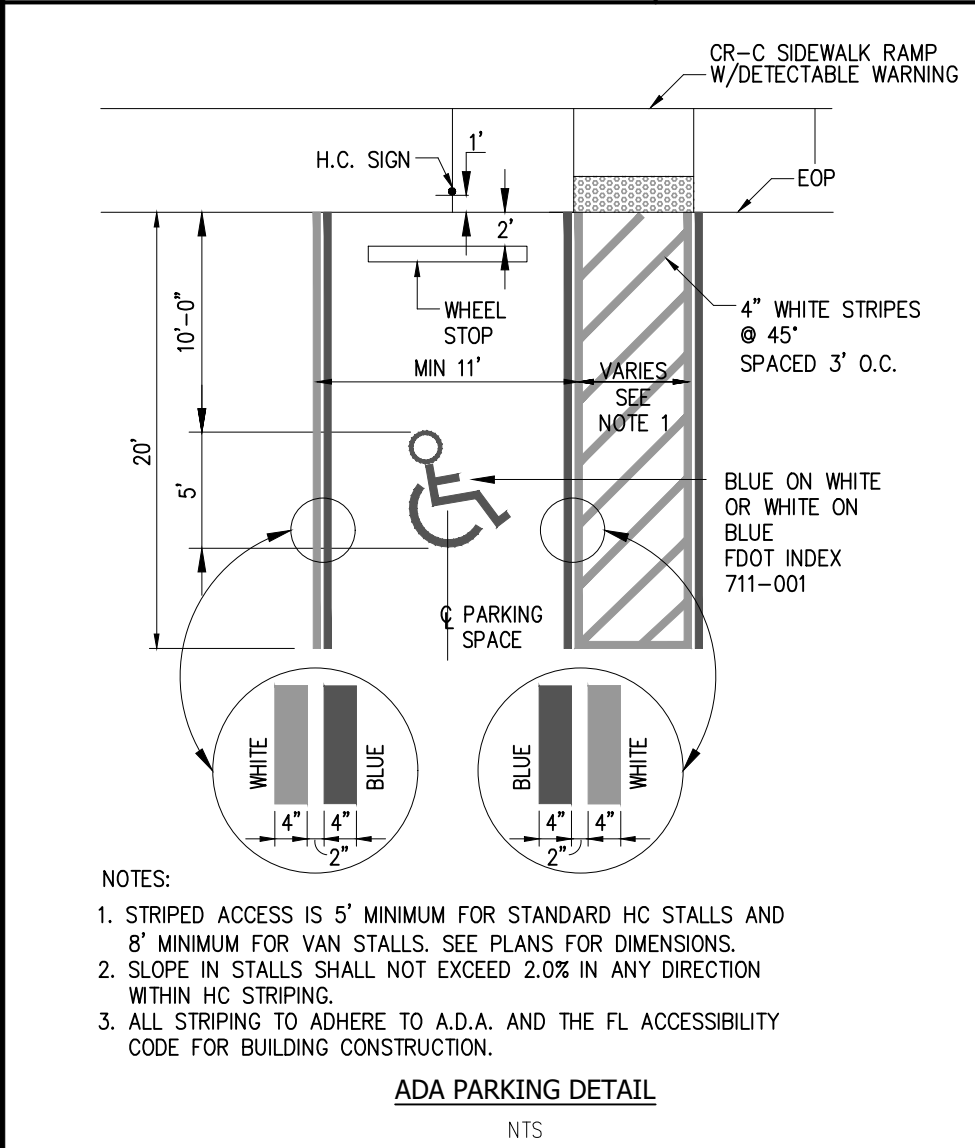
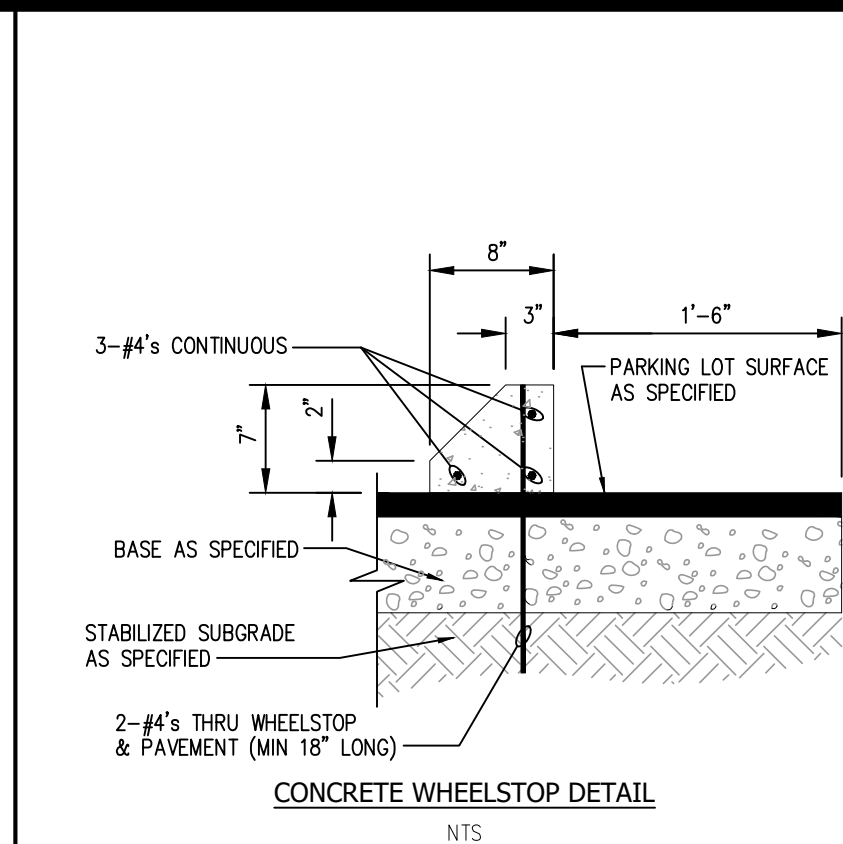
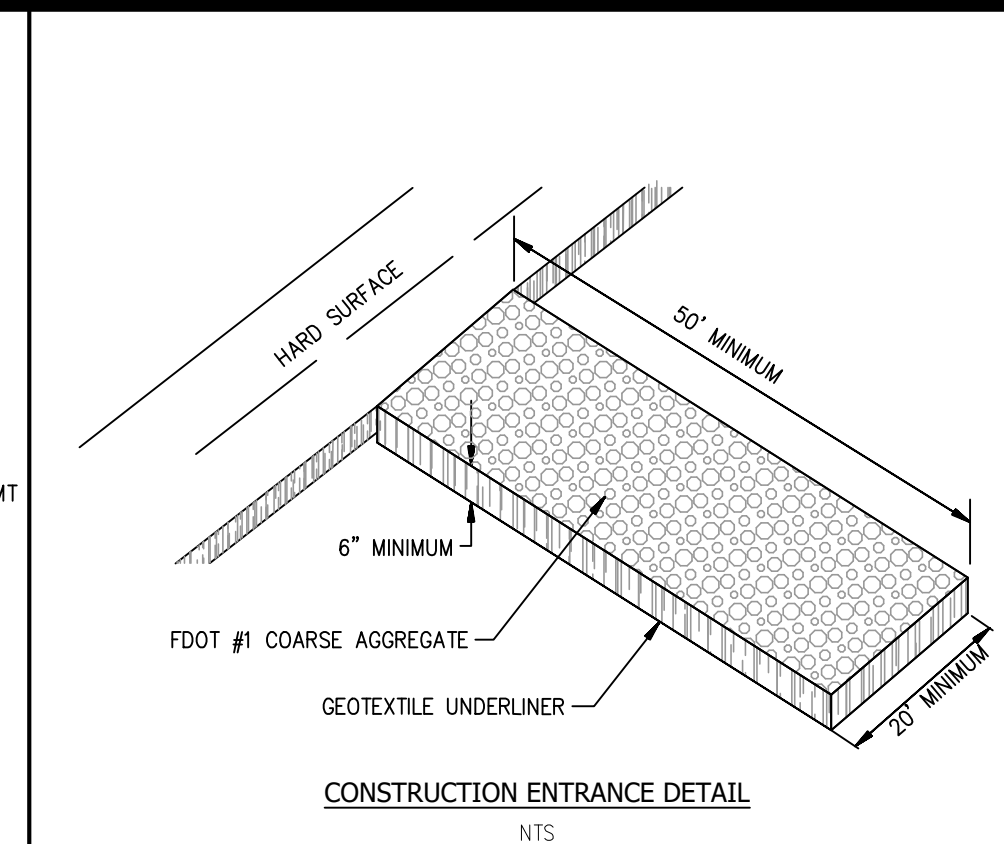
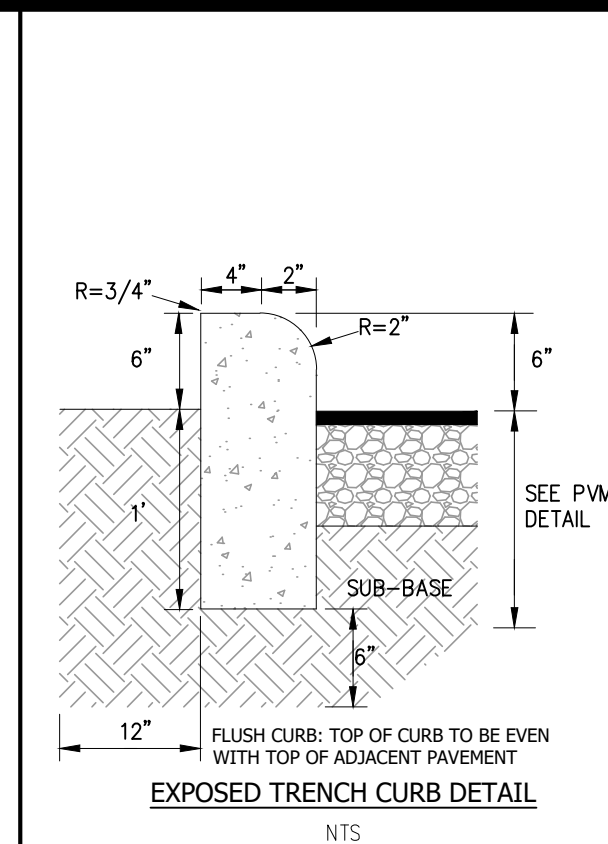
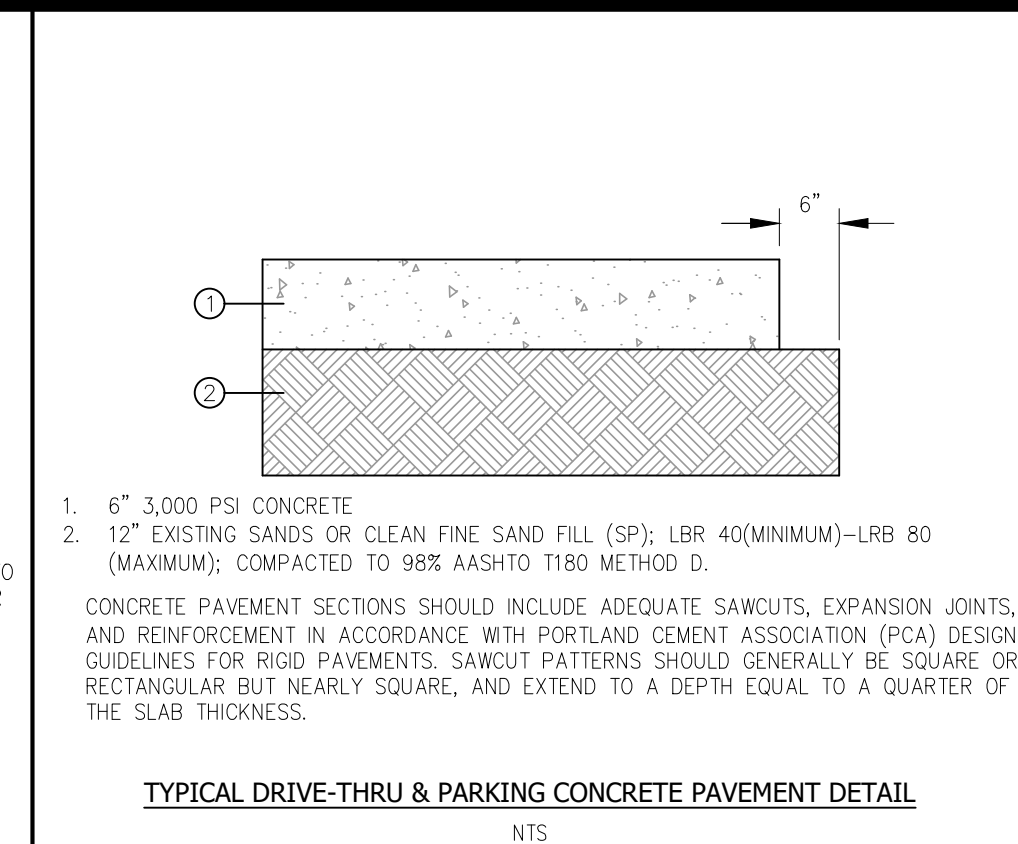
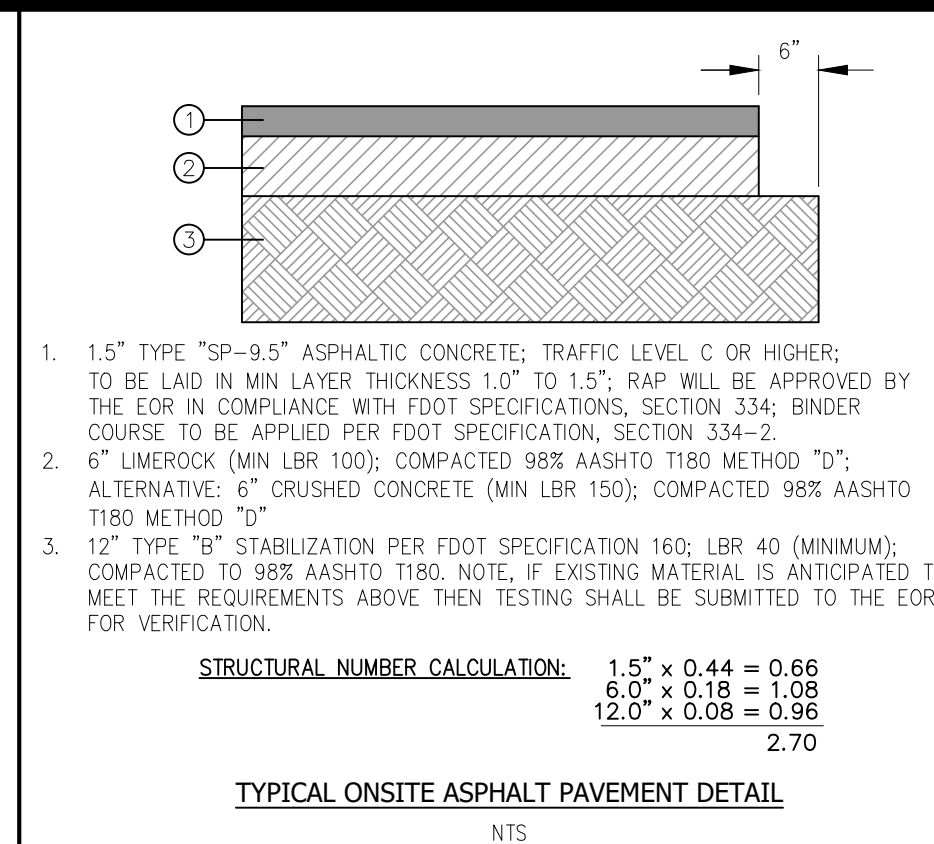
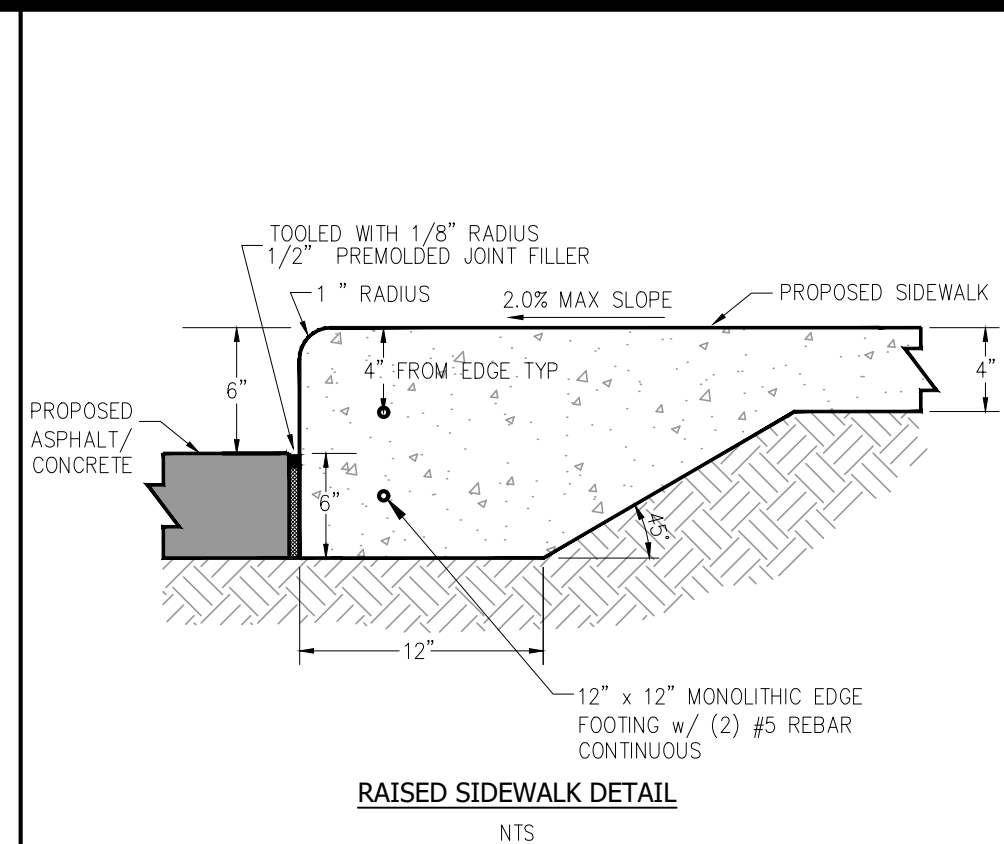
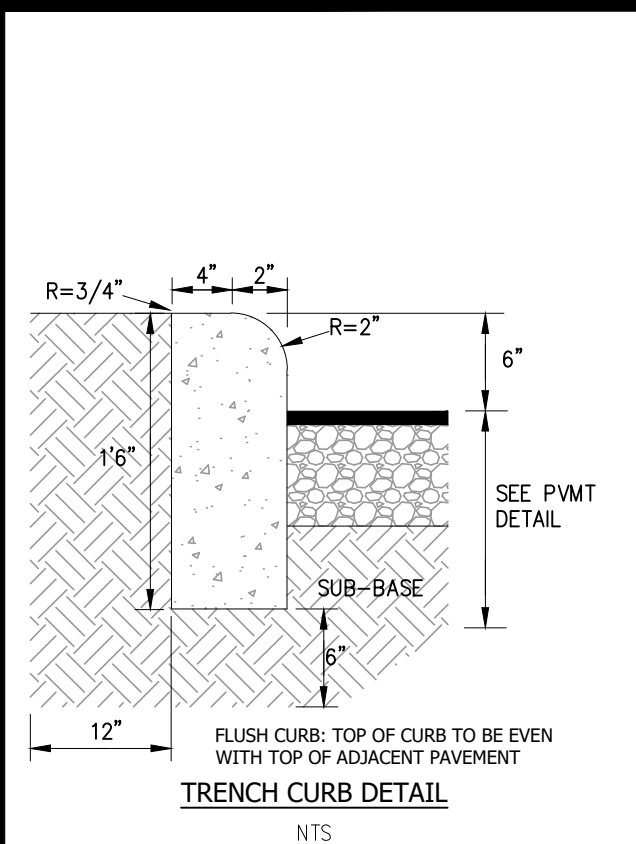


PROJECT NO.	SHEET	CLIENT:	COLE VALLEY PARTNERS	
		PROJECT:	DUTCH BROS FL1202	
		UTILITY PLAN		
		1432 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712		
2689		C500		

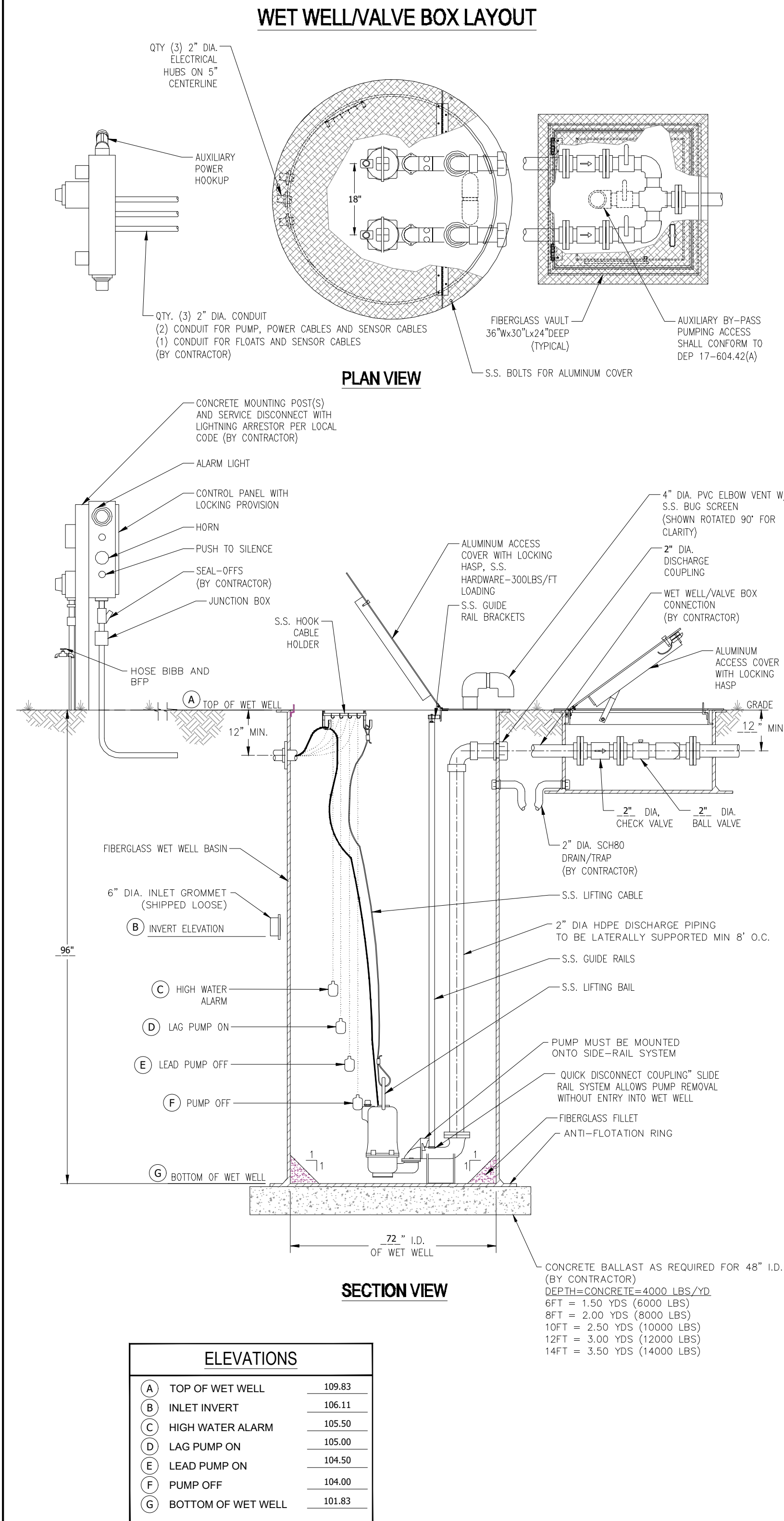
MICHAEL O. FORN, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 79415	
DESIGNED BY:	MF
DRAWN BY:	IV
CHECKED BY:	MF
DATE: 07/12/2024	
NOTED: ALL UTILITIES FIELD VERIFIED AND SHOWN AS SHOWN AND SAID	
SLOAN Engineering Group	
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830 PHONE: (888) 840-3946 - FAX: (883) 800-1159 FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #46247	



CLIENT:		COLE VALLEY PARTNERS	
PROJECT:		DUTCH BROS FL1202	
PROJECT NO.		2689	
SHEET		C601	
CROSS SECTIONS		1432 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712	
DESIGNED BY:		MF	
DRAWN BY:		IV	
CHECKED BY:		MF	
NO.		DATE	
1		06/15/2024	
2		06/11/2024	
DESCRIPTION		REVISED PER CITY BAI 2	
REVISION BLOCK			
MICHAEL O. FORD, P.E.		STATE OF FLORIDA	
PROFESSIONAL ENGINEER		LICENSE NO. 79418	
07/12/2024		NOT VALID FOR ANY OTHER PROJECTS	
SIGNED AND SEALED			

[illegible]

PROJECT NO.	
SHEET	
CLIENT:	COLE VALLEY PARTNERS
PROJECT:	DUTCH BROS FLI202
SITE & DRAINAGE DETAILS	
1432 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712	



PUMP DATA TABLE

PUMP MODEL	HRGH
IMPELLER DIAMETER	5.50 IN
PUMP DESIGN CAPACITY	45 GPM
PUMP DESIGN TDH	89-FT
HORSEPOWER	5 HP
VOLTAGE	240 V
PHASE	1 PH
DISCHARGE SIZE	2"

GENERAL NOTES

PUMPS SHALL BE OF THE SUBMERSIBLE TYPE. EACH PUMP SHALL BE MOUNTED ON A #2" RAIL SYSTEM. THE RAIL SYSTEM SHALL BE SELF ENGAGING RESULTING IN A LEAKPROOF COUPLING. THE RAIL SYSTEM SHALL INCLUDE THE BASE ELBOW, DISCHARGE FLANGE ASSEMBLY, 304SS GUIDE RAILS, 316SS UPPER GUIDE BRACKET, 316SS LIFTING RAIL AND CABLE, AND A SIX-HOOK 316SS CABLE HOLDER. THE RAIL SYSTEM SHALL BE MOUNTED AND PRE-PIPED BY THE PUMP SUPPLIER.

PUMP CONSTRUCTION
THE PUMP VOLUTE, MOTOR AND SEAL HOUSING SHALL BE CONSTRUCTED OF CAST IRON. ALL EXTERNAL FASTENERS SHALL BE SERIES 300 STAINLESS STEEL. THE PUMP SHAFT SHALL BE CONSTRUCTED OF SERIES 416 STAINLESS STEEL.

IMPELLER
THE IMPELLER SHALL BE OF MULTI-VANE, SEMI-OPEN CONSTRUCTION. THE IMPELLER SHALL BE STATICALLY AND HYDRAULICALLY BALANCED.

CUTTERS
A CUTTER ASSEMBLY SHALL BE MOUNTED ON THE SUCTION SIDE OF THE PUMP WITH DIRECT DISCHARGE INTO THE PUMP IMPELLER. THE GRINDER SHALL BE CAPABLE OF GRINDING MATERIALS FOUND IN NORMAL DOMESTIC SEWAGE. BOTH THE STATIONARY AND ROTATING CUTTERS SHALL BE CONSTRUCTED OF THE HARDENED STEEL.

MOTOR
THE MOTOR SHALL BE MOUNTED IN A SEALED, SUBMERSIBLE TYPE HOUSING. THE STATOR SHALL BE SECURELY HELD IN PLACE WITH A REMOVABLE END RING AND THREADED FASTENERS FOR EASE OF REMOVAL WITHOUT THE USE OF HEAT OR A PRESS. THE MOTOR WILL HAVE TWO HEAVY-DUTY BALL BEARINGS: ONE UPPER (RADIAL) AND ONE LOWER (THRUST), TO SUPPORT THE SHAFT. THE MOTOR SHALL BE EQUIPPED WITH A WINDING THERMOSTAT THAT IS WIRED TO SHUT THE MOTOR OFF IN CASE OF MOTOR OVERHEATING.

SEAL CHAMBER
THE PUMP SHALL HAVE TWO MECHANICAL SEALS, MOUNTED IN TANDEM WITH AN OIL CHAMBER BETWEEN THE SEALS. THE PUMP SHALL BE EQUIPPED WITH A SEAL LEAK DETECTION PROBE AND WARNING SYSTEM BY USING A SEAL FAILURE SENSOR INSTALLED IN THE SEAL CHAMBER.

WET WELL
THE PUMP SUPPLIER SHALL PROVIDE THE WET WELL. THIS GLASS FIBER-REINFORCED POLYESTER BASIN SHALL BE CONSTRUCTED OF A COMMERCIAL GRADE OF GLASS FIBER AND SHALL BE PROVIDED WITH FILLET AND AN ANTI-FLOTATION RING WITH A MINIMUM DIAMETER OF THREE INCHES LARGER THAN THE BASIN DIAMETER. THE RAIL SYSTEM, INTERNAL PIPING AND DISCHARGE CONNECTIONS SHALL BE PRE-INSTALLED BY THE PUMP SUPPLIER.

HATCH COVER
THE HATCH COVER SHALL BE 2/3 HINGED TO ALLOW FOR MAXIMUM ACCESS TO THE WET WELL. THE HATCH COVER SHALL BE ALUMINUM WITH STAINLESS STEEL FASTENERS, RATED FOR 300 PSF OR GREATER. THE HATCH COVER SHALL INCLUDE A SINGLE OR DUAL DOOR OF DIMENSIONS SPECIFIED BY THE PUMP MANUFACTURER FOR PROPER PUMP CLEARANCE. THE COVER SHALL BE MANUFACTURED BY US FABRICATION, OR EQUAL.

VALVE BOX
THE VALVE BOX IS FIBERGLASS WITH ALUMINUM LOCKABLE COVER. STANDARD SIZE VALVE BOX IS 3' X 2 1/2' X 2'.

VALVES
VALVES SHALL BE SEWAGE SWING CHECK WITH CLEAN-OUT PORTS AND BRASS GATE VALVES.

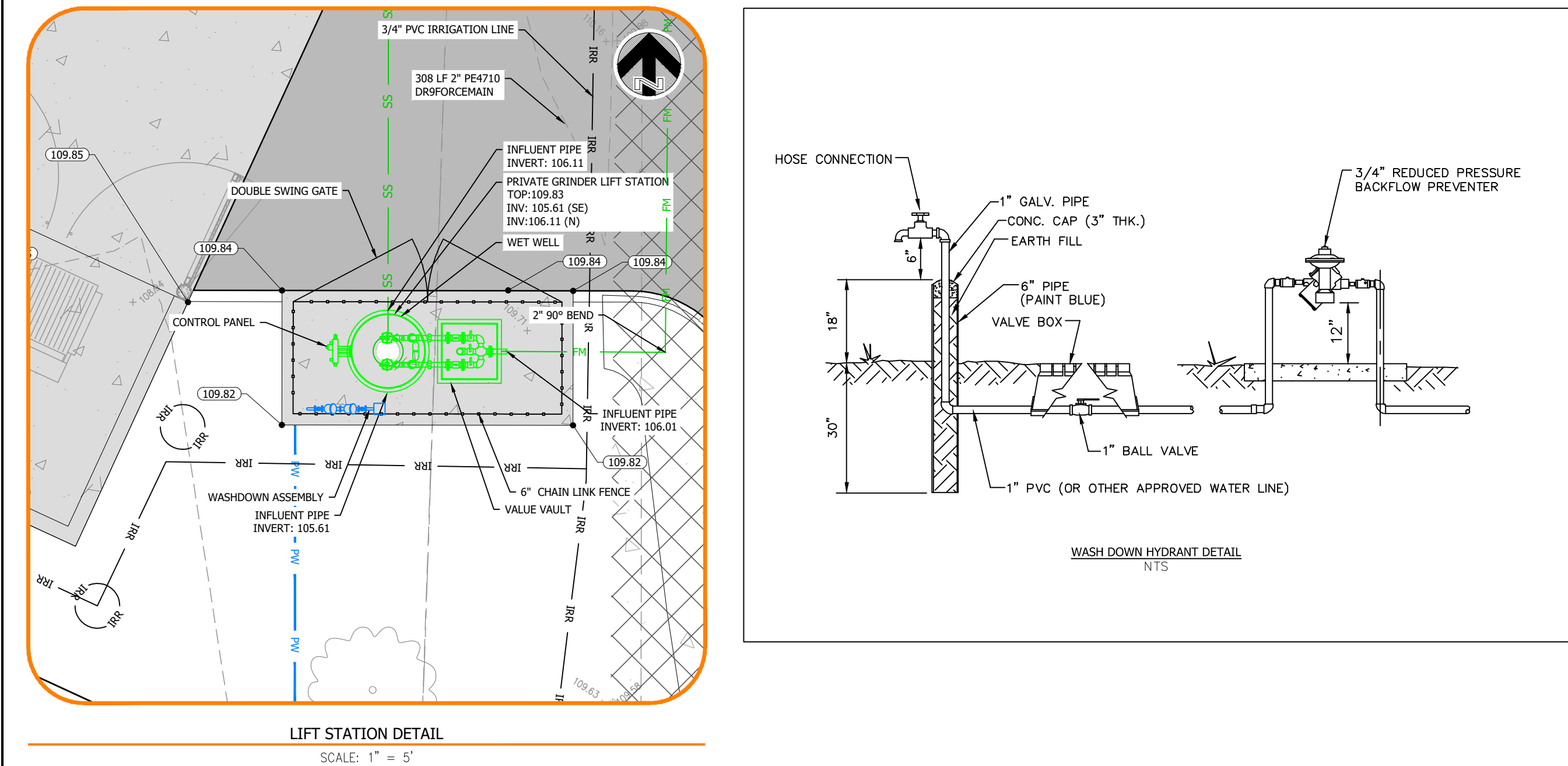
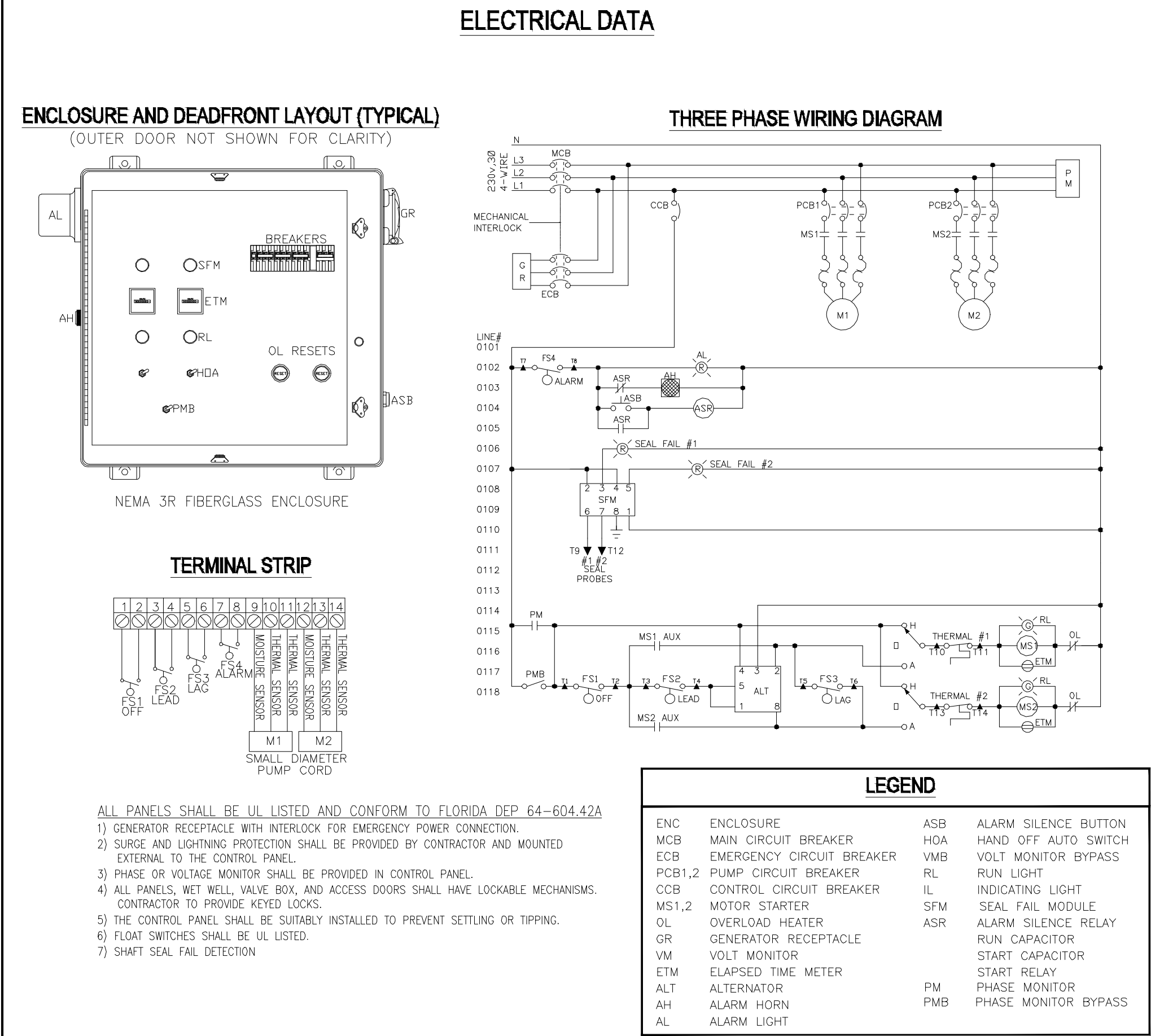
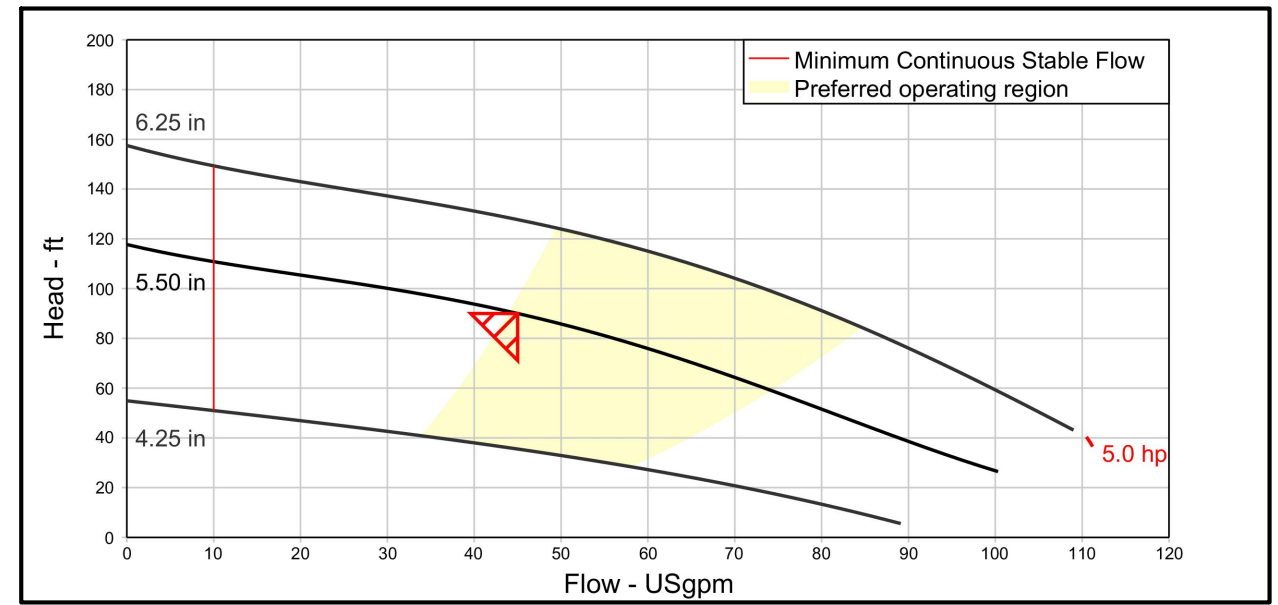
FLOATS
FLOATS SHALL BE ANCHOR SCIENTIFIC ROTO-FLOATS OR EQUAL.

CONTROLS
THE CONTROL PANEL SHALL BE UL508 LISTED. A NEMA 3R ENCLOSURE SHALL BE PROVIDED IN EITHER FIBERGLASS OR STAINLESS STEEL. THE PANEL SHALL INCLUDE AN ALTERNATING CONTROL SCHEME (DUPLEX AND ABOVE), MAIN CIRCUIT BREAKER, GENERATOR RECEPTACLE, HIGH LEVEL ALARM LIGHT AND HORN, ELAPSED TIME METERS, VOLTAGE OR PHASE MONITOR, SEAL FAILURE AND OVERLOAD SENSORS. THE LIGHTNING ARRESTOR SHALL BE PROVIDED BY CONTRACTOR.

ELECTRICAL
ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.

SUPPLIER
PUMP SUPPLIER SHALL PROVIDE SUBMERSIBLE PUMPS, SLIDE RAIL ASSEMBLIES, FIBERGLASS BASIN AND VALVE BOX, CONTROL PANEL, FLOAT SWITCHES, ALUMINUM HATCHES AND ACCESSORIES TO INSURE PROPER OPERATIONS AND WARRANTY. THE COMPLETE PACKAGE PUMPING STATION SHALL HAVE PUMP BASES, RAIL ASSEMBLIES, AND DISCHARGE PIPING ASSEMBLED BY BARNEY'S PUMPS INC. READY FOR FIELD INSTALLATION.

PUMP PACKAGE SHALL BE SUPPLIED BY BARNEY'S PUMPS INC. IN LAKELAND (863-665-8500), CORAL SPRINGS (954-346-0669), OR JACKSONVILLE (904-260-0669), FL.



- GENERAL NOTES**
- LIFT STATION IS PRIVATELY OWNED AND MAINTAINED.
 - PUMP STATION SHALL HAVE A WEATHERPROOF VISIBLE SIGN WITH RESPONSIBLE PARTY AND OWNER CONTACT INFORMATION IN 2-INCH HIGH LETTERING.
 - PUMP STATION SHALL HAVE AN AUTO-DIALER PROGRAMMED WITH THE RESPONSIBLE PARTY'S 24-HR/DAY PHONE NUMBER.
 - CONTROL PANEL TO BE EQUIPPED WITH A PHASE MONITOR.

NO.	DATE	DESCRIPTION
2	06/11/2024	REVISE PRECITY & SHOWING

REVISION BLOCK

DESIGNED BY: MF
DRAWN BY: IV
CHECKED BY: MF

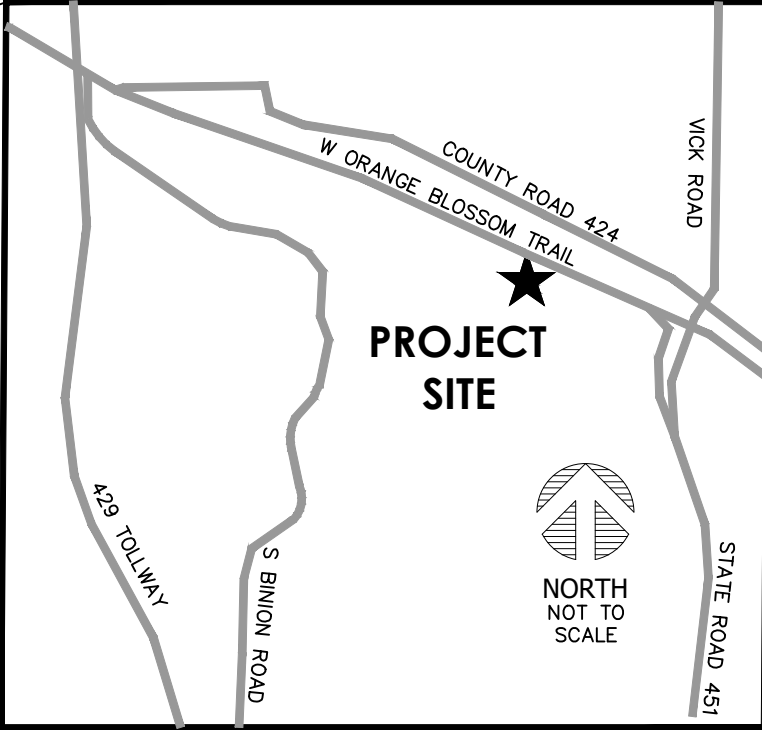
SLOAN
Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
(883) 863-8633
FLORIDA CERTIFICATE OF AUTHORIZATION (FLC) #26247

CLIENT: COLE VALLEY PARTNERS
PROJECT: DUTCH BROS FL1202

LIFT STATION DETAILS

1432 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712

PROJECT NO. 2689
SHEET C901



COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CORANGE COUNTY, FLORIDA; RUN THENCE NORTH 483.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE N 65°58'00" W, 272.60 FEET ALONG SAID RIGHT-OF-WAY FOR THE POINT OF BEGINNING; THENCE CONTINUE N 65°58'00" W, 115.0 FEET; THENCE S 02°01'31" W, 398.75 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE S 79°11'02" E, 121.29 FEET ALONG SAID RIGHT-OF-WAY; THENCE N 00°00'10" W, 374.43 FEET TO THE POINT OF BEGINNING.

CORNER COUNTRY, FLORIDA: RUN THENCE NORTH 2°18'14" EAST ALONG THE EAST LINE OF THE
SECTION 36 TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; A DISTANCE OF
DISTANCE OF 482.64 FEET; THENCE RUN NORTH 63°45'36" WEST, A DISTANCE OF 307.40 FEET ALONG
THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441 TO THE POINT OF BEGINNING; THENCE
CONTINUE NORTH 63°45'36" WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE RUN SOUTH
2°18'14" WEST A DISTANCE OF 111.09 FEET TO A POINT; THENCE RUN DUE EAST A DISTANCE OF 1.00 FEET; THENCE RUN
SOUTH 2°18'14" WEST A DISTANCE OF 1.00 FEET; THENCE RUN DUE WEST A DISTANCE OF 1.00 FEET;
THENCE CONTINUE SOUTH 2°18'14" WEST A DISTANCE OF 1.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF
THE NORTHERLY RIGHT OF WAY LINE OF SAIL RAILROAD, THENCE SOUTH 77°05'57" EAST, ALONG THE
NORTHERLY RIGHT OF WAY LINE OF SAIL RAILROAD, A DISTANCE OF 139.48 FEET TO A POINT; THENCE
RUN NORTH 2°18'14" EAST A DISTANCE OF 400.78 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA.

1. LAST DATE OF FIELD WORK OCTOBER 10, 2023

2. BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD 83, 2011 ADJUSTMENT FOR THE SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441 BEING N66°03'08"W.
3. ELEVATIONS AND BENCH MARKS ARE BASED ON ORANGE COUNTY BENCHMARK S1361014 BEING AN ORANGE COUNTY DISC IN TRAFFIC CONTROL BOX AT COORDINATE NORTHING 1582721.72, EASTING 484267.90 WITH AN ELEVATION OF 114.02 RELATIVE TO THE NORTH AMERICAN DATUM OF 1988.
4. UNDERGROUND UTILITIES (SANITARY SEWER, STORM POTABLE WATER, FIRE, ELECTRIC, GAS, CABLE & TELEPHONE) WERE NOT LOCATED. ABOVE GROUND INDICATORS OF SUCH FACILITIES ARE SHOWN ON THIS MAP AS OBSERVED. NO INVESTIGATION WAS PERFORMED AS TO HOW THESE LOCATED FEATURES ARE CONNECTED BELOW THE GROUND.
5. UNDERGROUND ENCROACHMENTS WERE NOT LOCATED. ALL FEATURES SHOWN ON THIS MAP WERE LOCATED FROM VISIBLE EVIDENCE.
6. NO CEMETERIES OR BURIAL GROUNDS WERE OBSERVED ON THE PROPERTY.
7. NO WETLANDS WERE DELINEATED FOR THIS PROPERTY.
8. THIS MAP IS INTENDED TO BE DISPLAYED AT 1" = 30'.
9. THIS SURVEY IS BASED ON THE TITLE COMMITMENT FROM STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER: 230002220137, COMMITMENT DATE: APRIL 05, 2023 AT 8:00 AM; PROPOSED INSURED: COLE VALLEY PARTNERS LLC.
10. STORM INLETS ALONG US 441 WERE FULL OF WATER. PIPES SIZES COULD NOT BE DETERMINED

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I - REQUIREMENTS ARE MET. **NOT A MATTER OF SURVEY.**

- STANDARD EXCEPTIONS:
- a. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **NOT A MATTER OF SURVEY.**
- b. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. **NOT A MATTER OF SURVEY.**
- c. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES. **DEEDS FROM TWO SUBJECT PARCELS AND ADJACENT EASTERN PARCEL OVERLAP. SEE BOUNDARY RESOLUTION. POWER LINES CROSS WESTERN BOUNDARY OF SUBJECT PARCELS. THIS IS SHOWN ON THIS MAP WITH A PROVIDED EASEMENT.**
- d. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETO OR HEREAFTER FURNISHED IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **NOT A MATTER OF SURVEY.**
- e. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LANDS HEREIN DESCRIBED OR BY THE STATE OF FLORIDA BY RIGHT OF REVERSION OF EXPOSED LANDS AND LANDS ACCRUED TO SUCH LANDS. **NOT A MATTER OF SURVEY.**

SPECIAL EXCEPTIONS:

3. GENERAL OR SPECIAL TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. ***NOT A MATTER OF SURVEY.***
4. ANY LIEN ARISING UNDER CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER SYSTEM, SEWER SYSTEM OR GAS SYSTEM SERVICING THE LANDS DESCRIBED HEREIN. ***NOT A MATTER OF SURVEY.***
5. DISTRIBUTION EASEMENT DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 3283, PAGE 1548, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ***EASEMENT LIES ON EASTERN SUBJECT PARCEL AS SHOWN ON THIS MAP.***
6. RIGHTS OF TENANTS UNDER ANY UNRECORDED LEASES. ***NOT A MATTER OF SURVEY.***

1. AS TO TABLE A OPTIONAL ITEM 1, MONUMENTATION WAS RECOVERED OR SET AT ALL PROPERTY CORNERS AS SHOWN ON THIS MAP.

3. AS TO TABLE A OPTIONAL ITEM 2, THE ADDRESS OF THE SUBJECT PARCEL IS 1424 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712.
3. AS TO TABLE A OPTIONAL ITEM 3, THE PROPERTY IS LOCATED WITHIN ZONE "X"; LESS THAN 0.2% ANNUAL CHANCE FLOOD HAZARD ACCORDING TO FEMA MAP NUMBER 1209SC0120H, EFFECTIVE DATE 09/24/2021.
7. AS TO TABLE A OPTIONAL ITEM 4, THE GROSS LAND AREA OF THE COMBINED SUBJECT PARCEL AS FIELD SURVEYED IS 2.2547 ACRES.
5. AS TO TABLE A OPTIONAL ITEM 5, SEE THIS MAP FOR TOPOGRAPHIC INFORMATION WITHIN THE WESTERN SUBJECT PARCEL AND ADJACENT RIGHT OF WAY.
6. AS TO TABLE A OPTION ITEM 6, NO ZONING REPORTS WERE FURNISHED TO THE SURVEYOR.
7. AS TO TABLE A OPTIONAL ITEM 7a, SEE THIS MAP FOR DIMENSIONS OF OUTSIDE PERIMETER OF BUILDING ON EASTERN SUBJECT PARCEL. NO BUILDINGS OBSERVED ON THE WESTERN SUBJECT PARCEL.
8. AS TO TABLE A OPTIONAL ITEM 8, ALL OBSERVED SUBSTANTIAL FEATURES ARE SHOWN ON THIS MAP.
9. AS TO TABLE A OPTIONAL ITEM 9, THERE ARE NO PARKING FACILITIES ON THE WESTERN SUBJECT PARCEL AND NO STRIPED PARKING SPACES ON THE EASTERN SUBJECT PARCEL. IT APPEARS THERE IS SUFFICIENT SPACE ON THE CONCRETE PARKING AREA TO STRIPE (16)-' WIDE PARKING SPACES.
10. AS TO TABLE A OPTIONAL ITEM 10, THERE ARE NO DIVISION OR PARTY WALLS ON EITHER OF THE SUBJECT PARCELS.
11. AS TO TABLE A OPTIONAL ITEM 11a & 11b, NO UTILITY PLANS OR REPORTS WERE PROVIDED TO THE SURVEYOR, NOR FIELD LOCATIONS. ALL UTILITIES SHOWN ON THIS MAP ARE AS OBSERVED.
12. AS TO TABLE A OPTIONAL ITEM 12, THE SURVEYOR DID NOT ENTER INTO ANY AGREEMENT TO PROVIDE ADDITIONAL GOVERNMENTAL AUTHORITY RELATED SURVEY REQUIREMENTS.
13. AS TO TABLE A OPTIONAL ITEM 13, THE NAMES OF ADJOINING PARCEL OWNERS ARE SHOWN ON THIS MAP.
14. AS TO TABLE A OPTIONAL ITEM 14, THE DISTANCE TO THE NEAREST INTERSECTING STREET IS LAKE DOE BOULEVARD, APPROXIMATELY 250 FEET SOUTHEASTERLY ALONG THE RIGHT OF WAY FROM NORTHEAST PROPERTY CORNER.
15. AS TO TABLE A OPTIONAL ITEM 15, THE ORTHO RECTIFIED PHOTO SHOWN ON THIS MAP WAS FLOWN AUGUST 21, 2023, AND GEO REFERENCED TO SUBJECT PARCEL BOUNDARY AND SURVEY CONTROL. MAP IS SHOWN FOR INFORMATIONAL PURPOSES ONLY TO DEMONSTRATE EXISTING CONDITIONS AT TIME OF SURVEY.
16. AS TO TABLE A OPTIONAL ITEM 16, NO EVIDENCE OF EARTHWORK OR CONSTRUCTION WAS OBSERVED ON THE PROPERTY. SOLID WASTE DUMPING WAS OBSERVED THROUGHOUT THE PROPERTY. A CRUSHED SEPTIC TANK WAS OBSERVED ON THE PROPERTY.
17. AS TO TABLE A OPTIONAL ITEM 17, THE SURVEYOR WAS NOT PROVIDED ANY INFORMATION INDICATING CHANGES IN RIGHT OF WAY LINES.
18. AS TO TABLE A OPTIONAL ITEM 18, NO OFFSITE EASEMENTS WERE LISTED IN THE TITLE COMMITMENT.

IRC = FOUND IRON ROD AND CAP
 IR = FOUND IRON ROD
 ISK = SET 1/2" IRON ROD WITH CAP STAMPED "LB8112"
 ISKND = FOUND CONCRETE MONUMENT
 ISKND = FOUND NAIL & DISK
 ISKND = SET NAIL & DISK STAMPED "PRM / PCP LB8112"
 IP = FOUND IRON PIPE
 NOID = NO IDENTIFICATION
 ORB = OFFICIAL RECORD BOOK
 PG = PAGE
 PB = PLAT BOOK
 R/W = RIGHT-OF-WAY
 C/L = CENTERLINE
 [M] = MEASURED, [D] = DESCRIPTION / DEED,
 [C] = CALCULATED, [P] PLAT
 BOC = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 NAD = NORTH AMERICAN DATUM
 LB = LICENSED BUSINESS

SET 1/2" IRON ROD WITH CAP
STAMPED "TRAV PT LB8112"

POWER POLE 
HIGHWAY SIGN 
RECLAIMED VALVE 
CABLE PEDESTAL 
GUY ANCHOR 
UTILITY MARKING PAINT 
UTILITY MARKING FLAG 
WELL 
OVERHEAD POWER LINE 
BOUNDARY LINE 
CENTERLINE R/W 
EASEMENT LINE 
INTERIOR PARCEL LINE 

ASPHALT AREA

CONCRETE AREA

DIRT DRIVE

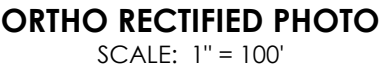
GB HOLDINGS FL, LLC, AN OREGON LIMITED LIABILITY COMPANY
DB FRANCHISING USA, LLC, AN OREGON LIMITED LIABILITY COMPANY
DUTCH BROS., LLC, AN OREGON LIMITED LIABILITY COMPANY
DUTCH MAFIA, LLC, AN OREGON LIMITED LIABILITY COMPANY
BOERSMA BROS. LLC, AN OREGON LIMITED LIABILITY COMPANY
DUTCH BROS INC., A DELAWARE CORPORATION
COLE VALLEY PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
CVP - APOKA DB LLC, A FLORIDA LIMITED LIABILITY COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDING ITEMS 1,2,3,4,5,7a,8,13,16,& 19, FROM TABLE A THEREOF . THE FIELD WORK WAS COMPLETED ON OCTOBER 10, 2023.

CENTERLINE OF RIGHT OF WAY FOR THE RAILROAD WAS ESTABLISHED FROM A BEST FIT LINE OF THE CENTER OF TRACK LOCATED BY THIS SURVEY. RIGHT OF WAY WAS OFFSET 50' EACH SIDE OF CENTERLINE PER DEED BOOK 30, PAGE 230

RIGHT OF WAY FOR STATE ROAD 500 / U.S. 441 WAS ESTABLISHED FROM A BEST FIT LINE THE RECOVERED MONUMENTATION ON THE SOUTHERLY RIGHT OF WAY LINE. DEVIATION OF MONUMENTS FROM BEST FIT LINE WAS SMALL. THE CENTERLINE OF RIGHT OF WAY WAS OFFSET FROM SAID ESTABLISHED LINE 33 FEET TO CENTER OF RIGHT OF WAY PER RIGHT OF WAY MAP SECTION 7502-105

SURVEY BASES FOR THE TWO SURJECT PARCELS AND ADJACENT DEEDS DIFFERED. THIS SURVEY HOLD THE FLORIDA EAST STATE PLANE COORDINATE GRID FOR CONSISTENCY. THE CALLS ALONG US. 441 THE RIGHT OF WAY FOR DISTANCE FROM THE EAST LINE OF THE SE 1/4 SW 1/4 TO THE WEST LINE OF THE SE 1/4 SW 1/4. ALL DEEDS APPEAR TO HAVE THE NORTH SOUTH LINES RUNNING PARALLEL TO SAID EAST LINE OF THE SE 1/4 OF THE SW 1/4. THIS HOLDS TRUE WITH THE EXCEPTION OF THE WESTERN SUBSURJECT PARCEL DEED. THAT DEED DOES NOT PROVIDE A BEARING FOR THE LINE FROM THE EAST LINE OF THE SE 1/4 OF THE SW 1/4 TO THE WEST LINE OF THE SE 1/4 OF THE SW 1/4. THE DEEDS ARE NOT CLOSE TO PARALLEL ALTHOUGH THE EAST LINE IS CLOSER TO BEING PARALLEL WITH SAID EAST LINE OF THE SE 1/4 OF THE SW 1/4. THE WEST LINE OF THE EAST SUBSURJECT OVERLAPS SIGNIFICANTLY INTO THE WESTERN SUBSURJECT PARCEL AND SIGHTLY INTO THE WESTERN SUBSURJECT PROPERTY. AN ADDITIONAL EASTERN PROPERTY WAS HELD FOR THIS SURVEY AS IT IS CONSISTENT WITH THE SURROUNDING DEEDS. ALL NORTH SOUTH DIRECTION LINES WERE TRIMMED OR EXTENDED TO THE ROAD OR RAILROAD RIGHT OF WAY AS NECESSARY GIVING THE GREATER WEIGHT TO THOSE QUALIFYING CALLS OVER THE DESCRIPTION DISTANCES. DISTANCES ALONG THE BOUNDARIES ARE SHOWN FOR COMPARISON. DISTANCE BEARINGS AND



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PHONE: (863) 537-7411
MAILING: P.O. BOX 255
BARTOW, FL 33831
PHYSICAL: 150 SOUTHW
WOODLAWN AVENUE
BARTOW, FL 33830
FLORIDA CERTIFICATE
AUTHORIZATION # LB 8



BASEPOINT
SURVEYING, INC.

COLE VALLEY PARTNERS LLC

DUTCH BROS APOPKA

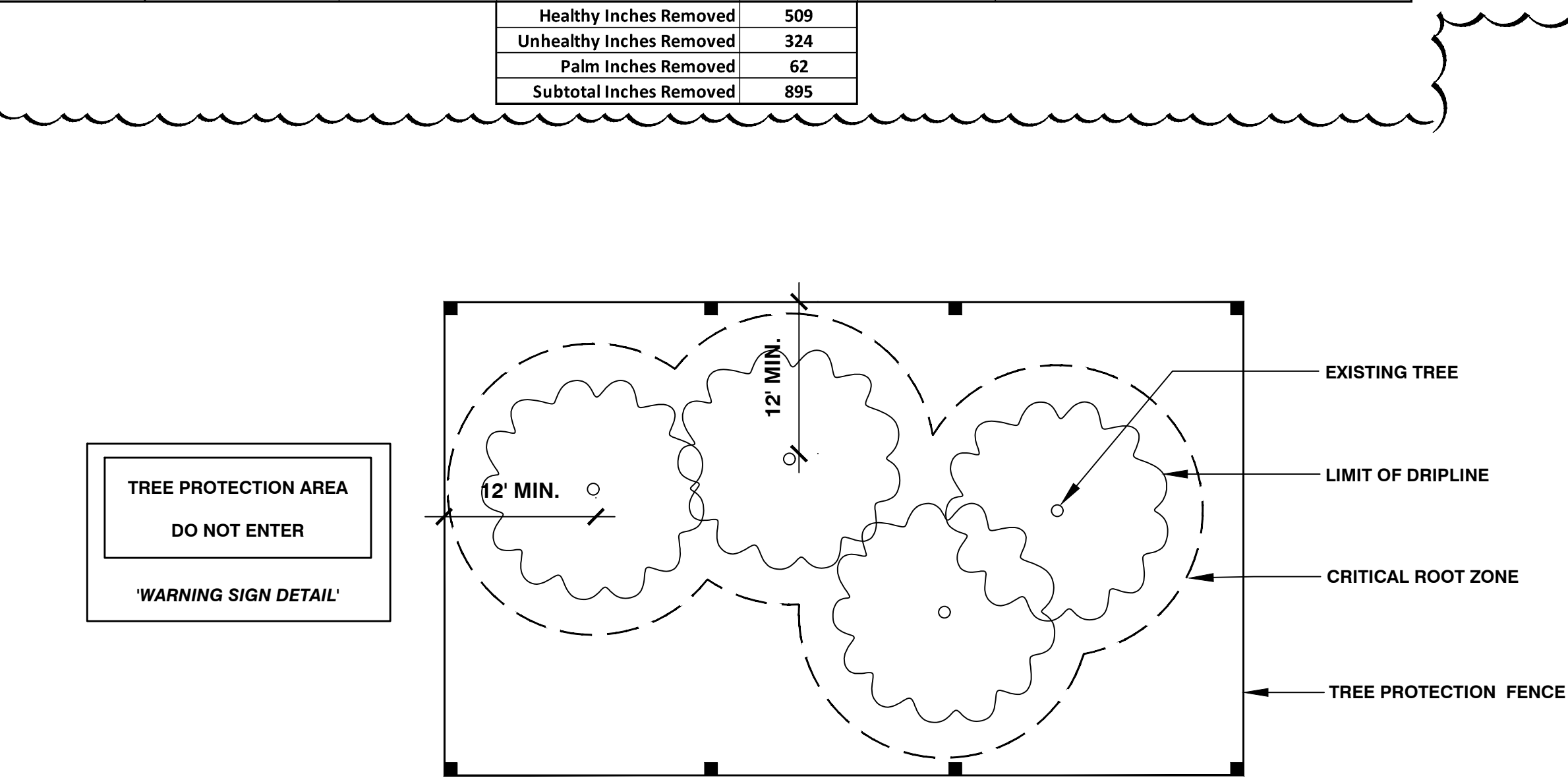
ALTA / NSPS

1424 W ORANGE BLOSSOM TRAIL, APOPKA, FL 32712

PROJECT NO.	SHEET
11091	1 OF 1

TREE SURVEY TABULATION:

TABLE 1: PROTECTED TREES (TO BE REMOVED)						
POINT NUMBER	TREE ID	COMMON NAME	SCIENTIFIC NAME	DBH(inches)	CONDITION	NOTES
860	Protected Tree 4	Laurel Oak	Quercus hemisphaerica	11	Very poor	Major rot, almost dead
859	Protected Tree 5	Laurel Oak	Quercus hemisphaerica	12	Fair	Leaning
1028	Protected Tree 6	Live Oak	Quercus virginiana	12	Very poor	Major pruning cut, removed dominate branch
5064	Protected Tree 7	Live Oak	Quercus virginiana	11	Poor	Major lean due to larger trees, rot in boll
862	Protected Tree 8	Live Oak	Quercus virginiana	12	Fair	Canopy lean- poor structure
861	Protected Tree 9	Live Oak	Quercus virginiana	13	Very poor	Major decay, almost dead
870	Protected Tree 10	Live Oak	Quercus virginiana	11	Very poor	Major decay, leaning
871	Protected Tree 11	Live Oak	Quercus virginiana	10	Poor	major lean, almost a u
868	Protected Tree 12	Live Oak	Quercus virginiana	16	Fair	Leaning,
866	Protected Tree 13	Laurel Oak	Quercus hemisphaerica	22	Fair	Slight lean
867	Protected Tree 14	Live Oak	Quercus virginiana	13	Very poor	Major decay
846	Protected Tree 15	Live Oak	Quercus virginiana	22	Fair	Poor structure- leaning
845	Protected Tree 16	Live Oak	Quercus virginiana	22	Fair	Codominatne branches
844	Protected Tree 17	Laurel Oak	Quercus hemisphaerica	20	Poor	Structural issues, bark bulges Likly containing rot
843	Protected Tree 18	Laurel Oak	Quercus hemisphaerica	22	Poor	Upper boll damage causing major rot
836	Protected Tree 19	Live Oak	Quercus virginiana	12	Good	
838	Protected Tree 20	Live Oak	Quercus virginiana	12	Fair	Leaning
840	Protected Tree 21	Laurel Oak	Quercus hemisphaerica	20	Fair	Leaning
841	Protected Tree 22	Live Oak	Quercus virginiana	9	Fair	Major lean
834	Protected Tree 23	Live Oak	Quercus virginiana	9	Fair	Lean
838	Protected Tree 24	Laurel Oak	Quercus hemisphaerica	11	Fair	Leaning
835	Protected Tree 25	Live Oak	Quercus virginiana	16	Very poor	Major bark damage, decay
821	Protected Tree 26	Live Oak	Quercus virginiana	12	Fair	Major lean
827	Protected Tree 27	Laurel Oak	Quercus hemisphaerica	13	Poor	Major lean, canopy bent
826	Protected Tree 28	Laurel Oak	Quercus hemisphaerica	15	Good	
1022	Protected Tree 29	Live Oak	Quercus virginiana	13	Fair	Leaning
824	Protected Tree 30	Laurel Oak	Quercus hemisphaerica	17	Poor	Major bend in boll, some rot
1020	Protected Tree 31	Laurel Oak	Quercus hemisphaerica	13	Poor	Rot numerous epicormic shoots
1019	Protected Tree 32	Laurel Oak	Quercus hemisphaerica	19	Fair	Leaning
1014	Protected Tree 33	Live Oak	Quercus virginiana	15	Poor	Lean- rot
831	Protected Tree 34	Live Oak	Quercus virginiana	10	Good	
830	Protected Tree 35	Laurel Oak	Quercus hemisphaerica	15	Very poor	Major rot
829	Protected Tree 36	Live Oak	Quercus virginiana	10	Fair	Leaning, canopy dieback
876	Protected Tree 37	Live Oak	Quercus virginiana	16	Fair	Leaning
880	Protected Tree 38	Live Oak	Quercus virginiana	10	Poor	Major lean,
879	Protected Tree 39	Live Oak	Quercus virginiana	22	Poor	Major lean
1026	Protected Tree 40	Laurel Oak	Quercus hemisphaerica	7	Good	
1025	Protected Tree 41	Laurel Oak	Quercus hemisphaerica	7	Good	
1024	Protected Tree 42	Live Oak	Quercus virginiana	10	Good	
818	Protected Tree 43	Live Oak	Quercus virginiana	10	Good	
1023	Protected Tree 44	Laurel Oak	Quercus hemisphaerica	14	Poor	Boll rot
2016	Protected Tree 45	Laurel Oak	Quercus hemisphaerica	14	Good	
2015	Protected Tree 46	Longleaf Pine	Pinus palustris	20	Good	
2014	Protected Tree 47	Sable Palm	Sabal palmetto	10	Good	
2013	Protected Tree 48	Sable Palm	Sabal palmetto	16	Good	
2009	Protected Tree 49	Sable Palm	Sabal palmetto	16	Fair	Leaning
2001	Protected Tree 50	Longleaf Pine	Pinus palustris	19	Good	
2006	Protected Tree 51	Sable Palm	Sabal palmetto	13	Good	
2004	Protected Tree 52	Laurel Oak	Quercus hemisphaerica	10	Good	
2005	Protected Tree 53	Laurel Oak	Quercus hemisphaerica	7	Very poor	Major rot
2007	Protected Tree 54	Laurel Oak	Quercus hemisphaerica	10	Good	
2008	Protected Tree 55	Laurel Oak	Quercus hemisphaerica	14	Poor	Rot in pruning cuts
1018	Protected Tree 56	Laurel Oak	Quercus hemisphaerica	6	Good	
1016	Protected Tree 57	Laurel Oak	Quercus hemisphaerica	8	Good	
816	Protected Tree 58	Laurel Oak	Quercus hemisphaerica	11	Good	
1011	Protected Tree 59	Live Oak	Quercus virginiana	10	Good	
5117	Protected Tree 60	Live Oak	Quercus virginiana	16	Good	
810	Protected Tree 61	Live Oak	Quercus virginiana	12	Good	
814	Protected Tree 62	Laurel Oak	Quercus hemisphaerica	11	Good	
811	Protected Tree 63	Laurel Oak	Quercus hemisphaerica	11	Good	
5121	Protected Tree 64	Laurel Oak	Quercus hemisphaerica	6	Good	
807	Protected Tree 65	Laurel Oak	Quercus hemisphaerica	6	Poor	Rot
808	Protected Tree 66	Laurel Oak	Quercus hemisphaerica	11	Good	
809	Protected Tree 67	Laurel Oak	Quercus hemisphaerica	8	Good	
812	Protected Tree 68	Laurel Oak	Quercus hemisphaerica	10	Poor	Rot
805	Protected Tree 69	Live Oak	Quercus virginiana	11	Poor	Major lean, rot/decay in major limbs
806	Protected Tree 70	Live Oak	Quercus virginiana	8	Good	Good
804	Protected Tree 71	Live Oak	Quercus virginiana	9	Poor	Rot, leaning
801	Protected Tree 72	Sable Palm	Sabal palmetto	17	Good	
802	Protected Tree 73	Hackberry	Celtis laevgata	9	Fair	
			Healthy Inches Removed	509		
			Unhealthy Inches Removed	324		
			Palm Inches Removed	62		
			Subtotal Inches Removed	895		



CITY OF APOPKA, FL - FIG. 5.3.9.B.1
TREE PROTECTION FENCING DETAIL

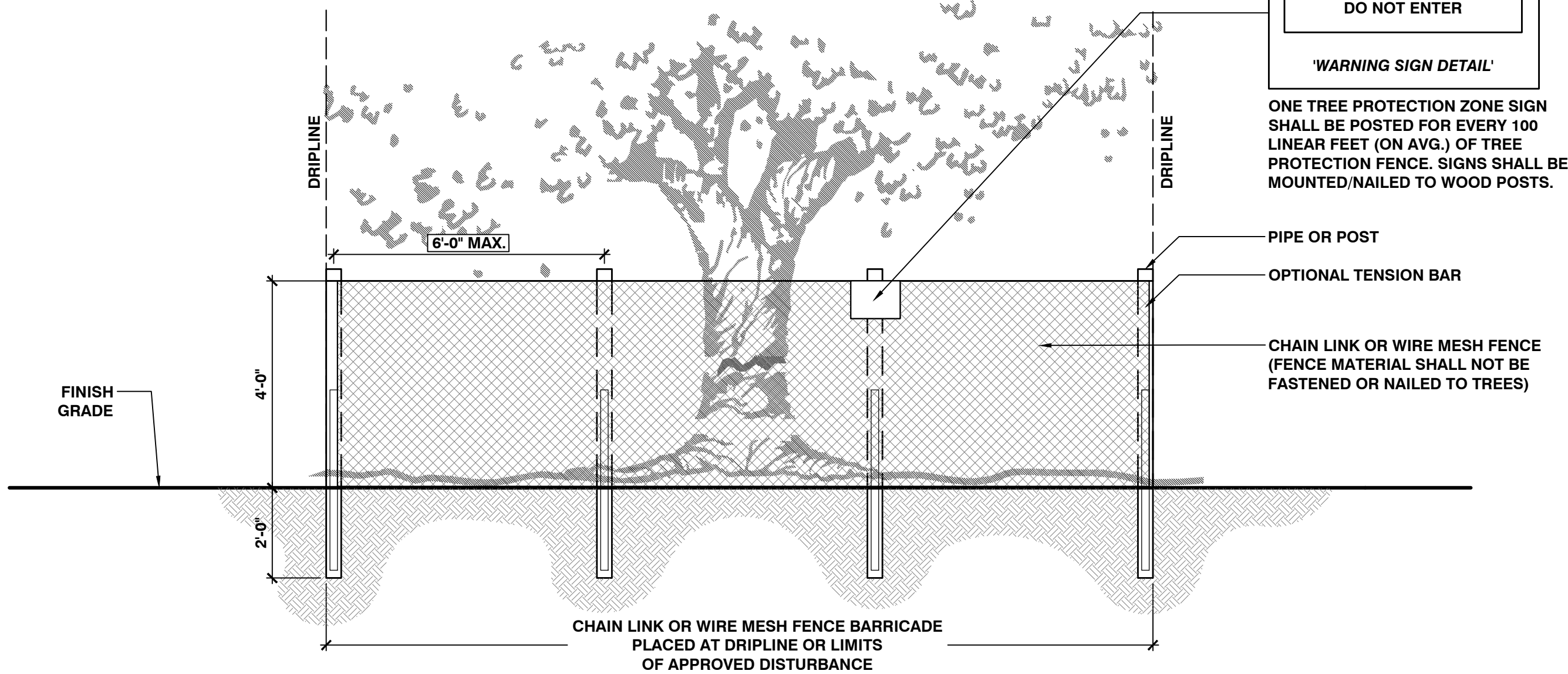
SCALE: NTS

TABLE 2: ADDITIONAL LOCATED PROTECTED TREES (TO BE REMOVED)						
POINT NUMBER	TREE ID	COMMON NAME	SCIENTIFIC NAME	DBH(inches)	CONDITION	NOTES
1017	Protected Tree	Camphor	Cinnamomum camphora	31	NA	16", 8", 7" -- Multi-trunk
813	Protected Tree	Hackberry	Celtis laevgata	7	NA	
2003	NA	Laurel Oak	Quercus hemisphaerica	5.5	NA	
2002	NA	Unknown	Unknown	6.7	NA	
803	Protected Tree	Hackberry	Celtis laevgata	8	NA	
815	Protected Tree	Hackberry	Celtis laevgata	6	NA	
1017	Protected Tree	Camphor	Cinnamomum camphora	31	NA	16", 8", 7" -- Multi-trunk
1015	Protected Tree	Hackberry	Celtis laevgata	6	NA	
817	Protected Tree	Hackberry	Celtis laevgata	7	NA	
1013	NA	Unknown	Unknown	18	Dead	Dead tree
822	Protected Tree	Camphor	Cinnamomum camphora	8	NA	
1027	Protected Tree	Hackberry	Celtis laevgata	6	NA	
878	Protected Tree	Oak	NA	9	NA	Oak
832	Protected Tree	Oak	NA	10	NA	Oak
833	Protected Tree	Oak	NA	7	NA	Oak
875	Protected Tree	Oak	NA	10	Dead	Dead Oak
874	Protected Tree	Oak	NA	18	NA	
873	Protected Tree	Oak	NA	8	Dead	Dead Oak
872	Protected Tree	Oak	NA	11	Dead	Dead Oak
839	Protected Tree	Oak	NA	6	NA	
837	Protected Tree	Oak	NA	14	NA	
848	Protected Tree	Camphor	Cinnamomum camphora	11	NA	
850	Protected Tree	Camphor	Cinnamomum camphora	14	NA	
878	Protected Tree	Oak	NA	9	NA	
832	Protected Tree	Oak	NA	10	NA	
833	Protected Tree	Oak	NA	7	NA	
875	Protected Tree	Oak	NA	10	Dead	Dead Oak
874	Protected Tree	Oak	NA	18	NA	
873	Protected Tree	Oak	NA	8	Dead	Dead Oak
872	Protected Tree	Oak	NA	11	Dead	Dead Oak
869	Protected Tree	Oak	NA	6	Dead	Dead Oak
863	Protected Tree	Oak	NA	7	NA	
865	Protected Tree	Oak	NA	26	NA	
			Healthy Inches Removed	288		
			Unhealthy Inches Removed	82		
			Subtotal Inches Removed	370		

TABLE 3: SPECIMEN TREES (TO BE REMOVED)						
POINT NUMBER	TREE ID	COMMON NAME	SCIENTIFIC NAME	DBH(inches)	CONDITION	NOTES
849	Specimen Tree 1	Laurel Oak	Quercus hemisphaerica	28	Poor	major lean into abutting parcel. Rot in boll
847	Specimen Tree 2	Laurel Oak	Quercus hemisphaerica	29	Poor	major rot in boll, weak union on codominate branch
851	Specimen Tree 3	Laurel Oak	Quercus hemisphaerica	25	Fair	leaning, rot in major limbs
856	Specimen Tree 4	Laurel Oak	Quercus hemisphaerica	41	Very Poor	major boll rot
857	Specimen Tree 5	Laurel Oak	Quercus hemisphaerica	28	Poor	multiple bark bulges contains rot, leaning
864	Specimen Tree 6	Laurel Oak	Quercus hemisphaerica	32	Fair	numerous pruning cuts with rot
825	Specimen Tree 7	Laurel Oak	Quercus hemisphaerica	24	Fair	poor structure
823	Specimen Tree 8	Laurel Oak	Quercus hemisphaerica	38	Good	
877	Specimen Tree 9	Live Oak	Quercus virginiana	29	Poor	Canopy 90 dgrees bent over abutting parcel
2017	Specimen Tree 10	Live Oak	Quercus virginiana	25	Good	
2000	Specimen Tree 11	Live Oak	Quercus virginiana	31	Poor	Major boll decay
			Healthy Inches Removed	144		
			Unhealthy Inches Removed	186		
			Subtotal Inches Removed	330		

TABLE 4: TREE REMOVAL DATA TOTALS SUMMARY		
Total Healthy Inches Removed	941	
Total Unhealthy Inches Removed	592	
Total Palms Removed	62	
Grand Total Inches Removed	1,595	

TABLE 5: OFF SITE, PROTECTED TREES (TO REMAIN)						
POINT NUMBER	TREE ID	COMMON NAME	SCIENTIFIC NAME	DBH(inches)	CONDITION	NOTES
855	Protected Tree	Oak	NA	6	NA	Off Site. Outside Southern Property Boundary
854	Protected Tree 3	Live Oak	Quercus virginiana	14	Poor	Off Site. Right fork dead, left fork is leaning extremely
853	Protected Tree 2	Laurel Oak	Quercus hemisphaerica	10	Poor	Off Site. Boll rot
852	Protected Tree 1	Hackberry	Celtis laevgata	10	Poor	Off Site. Numerous Pruning with rot, leaning
858	Protected Tree	Oak	NA	11	NA	Off Site. Outside Southern Property Boundary
			Healthy Inches To Remain	17		
			Unhealthy Inches To Remain	34		
			Subtotal Inches To Remain	51		



CITY OF APOPKA, FL - FIG. 5.3.9.B.3
TREE PROTECTION SIGNAGE DETAIL

SCALE: NTS

Notes:

Tree Survey Data & Information shown herein
Provided by Basepoint Surveying, Inc, dated
11-15-2023. (863-537-7413).

All trimming undertaken on a
tree protected by the provisions of the Land
Development Code shall be in accordance with the
American National Standards Institute (ANSI)
A-300 Pruning Standards.

During land alteration and construction activities, it
shall be unlawful to remove vegetation by grubbing
or to place soil deposits, debris, solvents,
construction material, machinery or other
equipment of any kind within the dripline of a tree
to remain on the site unless otherwise approved by
the City of Apopka.

TREE MITIGATION AND
PROVISIONS SUMMARY:

ONSITE, PROTECTED TREES REMOVED:

REMOVED HEALTHY
PROTECTED TREE INCHES =
509 INCHES (DBH) + 288 INCHES (DBH) =
797 INCHES (DBH)

ONSITE, SPECIMEN TREES REMOVED:

REMOVED HEALTHY
PROTECTED TREE INCHES =
144 INCHES (DBH)

TOTAL ONSITE, TREES TO BE MITIGATED:

797 INCHES (DBH) + 144 INCHES (DBH) =
941 INCHES (DBH)

TOTAL ONSITE PROVIDED:

69 INCHES (CAL.) @ 3" CAL. =
23 REPLACEMENT CANOPY TREES

62 INCHES @ 2" CAL. =
31 REPLACEMENT UNDERSTORY TREES

TOTAL TREE MITIGATION BANKING:

810 INCHES (CAL.)

CALCULATION: [(941 - 69 - 62) = 810]

Refer to sheet L-1.10 for Plant
Schedule & Mitigation Provisions.

SHEET KEY & NOTES:

Section 5.3 - Tree Protection Standards

5.3.9.a - Owner's Responsibility
During construction, the landowner or developer shall be responsible
for the erection of any and all barriers necessary to protect trees within
a tree protection area or other existing vegetation to be retained from
damage both during and after construction.

5.3.9.b.1 - Tree Protection Fencing, Where Required.
Trees within the tree protection area, shall be fenced with a sturdy and
visible fence before grading or other development activity begins.
Fencing shall be erected no closer than one linear foot to the tree's
drip line. The Director shall consider the existing site conditions in
determining the exact location of tree protection fencing. Nothing shall
prevent the use of alternative tree protection measures, as approved by
the Director.
(See Detail 1/L-0.01).

5.3.9.b.2 - Type of Fencing
All fencing required by this section shall be a minimum four feet high
and be made of durable construction (i.e., chain link or wooden post
with 2x4 wire mesh). Posts shall be located no more than ten feet
on-center. Chain link or wire fencing utilized as tree protection fencing
shall not be required to be vinyl coated. Passive forms of tree
protection may be utilized to delineate tree protection areas that are
remote from areas of land disturbance. These must be surrounded by
fencing, continuous rope, or durable taping (minimum four inches
wide).

5.3.9.b.3 - Signage
Signs shall be installed on the tree protection fence visible on all sides
of the fenced-in area at a rate of at least one for every 150 linear feet.
The size of each sign must be a minimum of two feet by two feet and
shall contain the following language: "TREE PROTECTION AREA:
KEEP OUT."
(See Detail 2/L-0.01).



ISSUED		
NO.	DESCRIPTION	DATE
1	Issued for Permit	02-16-2024
2	Issued for Permit	04-18-2024
3	Issued for Permit	06-11-2024

REVISIONS		
REV.	DATE	REVISION
Δ	04/18/2024	County Comments
Δ	06/11/2024	County Comments

Permit Documents

PROJECT NAME

W. Orange Blossom Trl.
Dutch Brothers Coffee

SHEET NAME

TREE SURVEY
TABULATION & NOTES

SCALE

AS SHOWN

DATE

02.16.2024

DRAWN

JRM

SHEET NUMBER

L-0.01

REFER TO SHEET L-0.01 FOR TREE REMOVAL SUMMARY

REFER TO SHEET L-1.10 FOR PLANT SCHEDULE / MITIGATION PROVISIONS

SHEET KEY & NOTES:

LEGEND:

- CIVIL - PROPOSED ASPHALT PAVEMENT
- CIVIL - PROPOSED CONCRETE
- EXISTING TREE TO BE REMOVED
- EXISTING DRIP-LINE
- PRESERVED TREE
- BARRICADE
(REFER TO DETAIL, SHEET L-0.01)
- LIMITS OF WORK
- PROPERTY LINE

OLD FLORIDA NATIONAL BANK
(ZONING = C-R)

NORTH ORANGE
ANIMAL HOSPITAL
(ZONING = C-C)

EXISTING
ONE STORY
BLOCK BUILDING

AREA OUTSIDE
LIMITS OF WORK

SHARED INTERNAL DRIVE

DRIVE-THRU
(ZONING = C-C)

DUTCH BROS
COFFEE

DRIVE-THRU

DUMPSTER
PAD

STORMWATER
POND
(ZONING = C-C)

SWALE

EXISTING
OFFSITE TREE,
TO REMAIN, TYP.

EXTERNAL DRIVE

HOME INN & SUITES
(ZONING = C-C)

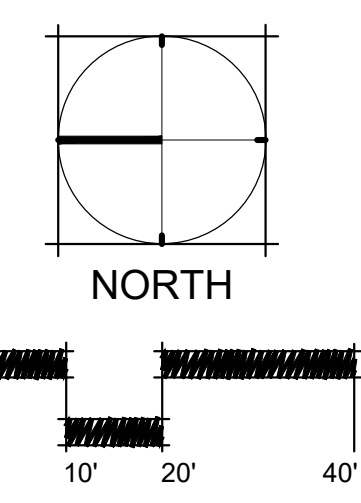
LIMITS OF
WORK

W. ORANGE BLOSSOM TRAIL
(SR 50 / US 441)

PROPERTY
BOUNDARY

INTERNAL DRIVE

SEABOARD COASTLINE RAILROAD



SCALE: 1"=20'

ISSUED

NO.	DESCRIPTION	DATE
1	Issued for Permit	02-16-2024
2	Issued for Permit	04-18-2024
3	Issued for Permit	06-11-2024

REVISIONS

REV.	DATE	REVISION
Δ	04/18/2024	County Comments
Δ	06/11/2024	County Comments



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Permit Documents

PROJECT NAME

W. Orange Blossom Trl.
Dutch Brothers Coffee

SHEET NAME

TREE REMOVAL &
MITIGATION PLAN

SCALE

AS SHOWN

DATE

02.16.2024

DRAWN

JRM

SHEET NUMBER

L-0.02

CODE REFERENCES, REQUIREMENTS & PROVISIONS:

- A** FOUNDATION PLANTING REQUIREMENTS:
- PER CITY OF APOPKA - LDC 5.2.5, SECTION A
- 4 FT X LENGTH OF BUILDING FACADE (25 FT) =
[A1:]-100 SF. FOUNDATION PLANTING REQUIRED.
FOUNDATION SHRUBS SHALL BE 24 IN. HT. MIN. @ 30 IN. O.C.
- (1) SMALL TREE, MIN; 15 GAL. MIN; PER 20 LF. =
[A2:]- (1) SMALL ORNAMENTAL TREE REQUIRED
- (1) CANOPY TREE AND (10) SHRUBS (36 IN. HT. MIN.) PER 35 LF. OF
PROPERTY FRONTAGE PERIMETER (154.18 LF) =
154.18 LF / 35 LF = 4.41 =
[A3:]- (5) CANOPY TREES, (50) SHRUBS REQUIRED

- B** OFF-STREET VEHICULAR PARKING AREA PLANTING REQUIREMENTS:
- PER LDC 5.2.5, SECTION B:
- MINIMUM PLANTINGS
A MINIMUM OF ONE CANOPY SHADE TREE, PLUS AN ADDITIONAL ONE
CANOPY SHADE TREE FOR EVERY TEN SPACES OR ANY PORTION
THEREOF, SHALL BE REQUIRED FOR AN OFF-STREET VEHICULAR
PARKING AREA.
- [B1:]- (12) PARKING SPACES = (3) CANOPY TREES REQUIRED
- II. INTERIOR LANDSCAPING SHALL ACCOUNT FOR A MINIMUM OF TEN
PERCENT OF AN OFF-STREET VEHICULAR PARKING AREA.
- VUA = 23,415.89 SF.
- [B2:]- CALCULATION: 23,415.89 SF / 10% = 2,342 SF
- III. INTERIOR LANDSCAPING SHOULD CONSIST OF A MIX OF
VEGETATION INCLUDING, BUT NOT LIMITED TO, TREES, SHRUBS AND
GROUND COVER.
- IV. TREE CLUMPING WITHIN INTERIOR ISLANDS IS ENCOURAGED.

- B** OFF-STREET VEHICULAR PARKING AREA PLANTING REQUIREMENTS
(CONTINUED):
- [B3:]- V. SUFFICIENT SHADE TREES SHALL BE PLANTED SO THAT 30
PERCENT OF THE GROSS PARKING LOT AREA SHALL BE COVERED BY
CANOPY AT MATURE GROWTH.
- [B4:]- (J) AT LEAST 90 PERCENT OF THE PARKING SPACES SHALL BE WITHIN
80 FEET OF THE TRUNK OF A TREE. LANDSCAPING AROUND THE
PERIMETER, IN BUFFER YARDS, OR OTHER REQUIRED PLANTINGS
MAY BE USED TO MEET THIS REQUIREMENT.

- B.PERIMETER OFF-STREET VEHICULAR PARKING AREA LANDSCAPING
- 1.LANDSCAPING SHALL BE INSTALLED TO PROVIDE VISUAL RELIEF,
SCREEN OFF-STREET VEHICULAR PARKING AREAS, AND REDUCE
NOISE AND VIBRATION FROM ADJACENT PROPERTIES.
- [B5:]- 2.A HEDGE ROW, CONSISTING OF SHRUBS A MINIMUM HEIGHT OF 36
INCHES AND PLANTED THREE AND ONE-HALF FEET ON CENTER, OR
OTHER APPROVED SCREENING SHALL BE REQUIRED WHERE
OFF-STREET VEHICULAR PARKING AREAS ARE ADJACENT TO A
STREET.

- C** OPEN SPACE SET-ASIDE REQUIREMENTS:
- PER LDC TABLE 5.4.4, LDC SECTIONS 5.4.5 AND 5.4.7:
- [C1:]- REQUIRED: 7.5%, AS PERCENTAGE OF DEVELOPMENT
SITE AREA (34,537 SF)
- PROVIDED: 10.4%, AS PASSIVE RECREATION WITH DIRECT
ACCESS TO STREET
- CALCULATION: 3,614 SF (SET-ASIDE) / 34,537 SF (DEVELOPMENT
SITE AREA) = 10.4%

- D** BUFFER YARD REQUIREMENTS:
- PER LDC 5.2.5, SECTION B3:
BUFFER YARDS
SUBJECT PROPERTY = COMMUNITY COMMERCIAL (C-C)
- DUTCH BROTHERS COFFEE
- [D1:]- ADJACENT PROPERTY (NORTH) = W. ORANGE BLOSSOM TRAIL
FENCE PROVIDED, NO ADDITIONAL PLANTINGS REQUIRED
- ADJACENT PROPERTY (WEST) = C-C
(COMMERCIAL X C-C = TYPE B BUFFER, OPTION 3)
- 293.94' / 100' = 2.93
2.93 x 10 = 30 EVERGREEN SHRUBS
- REQUIRED: 30 EVERGREEN SHRUBS; 4' SEMI-OPAQUE FENCE
PROVIDED: 30 EVERGREEN SHRUBS; 4' SEMI-OPAQUE FENCE
- [D2:]- ADJACENT PROPERTY (EAST) = C-C
(COMMERCIAL X C-C = TYPE B BUFFER, OPTION 3)
- 295.10' / 100' = 2.95
2.95 x 10 = 29.5 = 30 EVERGREEN SHRUBS
- REQUIRED: 30 EVERGREEN SHRUBS; 4' SEMI-OPAQUE FENCE
PROVIDED: 30 EVERGREEN SHRUBS; 4' SEMI-OPAQUE FENCE

- STORMWATER FACILITY
- [D3:]-ADJACENT PROPERTY (SOUTH) = C-C
(COMMERCIAL X C-C = TYPE B BUFFER, OPTION 2)
- 143.76' / 100' = 1.43
1.43 x 1 = 1.43 = 2 CANOPY TREES
1.43 x 7 = 10.01 = 10 UNDERSTORY TREES
1.43 x 5 = 7.15 = 7 EVERGREEN SHRUBS
- REQUIRED: 2 CANOPY, 10 UNDERSTORY, 7 EVERGREEN SHRUBS
PROVIDED: 2 CANOPY, 10 UNDERSTORY, 7 EVERGREEN SHRUBS
- [D4:]-ADJACENT PROPERTY (WEST) = C-C
(COMMERCIAL X C-C = TYPE B BUFFER, OPTION 2)
- 143.97' / 100' = 1.43
1.43 x 1 = 1.43 = 2 CANOPY TREES
1.43 x 7 = 10.01 = 10 UNDERSTORY TREES
1.43 x 5 = 7.15 = 7 EVERGREEN SHRUBS
- REQUIRED: 2 CANOPY, 10 UNDERSTORY, 7 EVERGREEN SHRUBS
PROVIDED: 2 CANOPY, 10 UNDERSTORY, 7 EVERGREEN SHRUBS
- [D5:]-ADJACENT PROPERTY (EAST) = C-C
(COMMERCIAL X C-C = TYPE B BUFFER, OPTION 2)
- 131.97' / 100' = 1.31
1.31 x 1 = 1.31 = 2 CANOPY TREES
1.31 x 7 = 9.23 = 10 UNDERSTORY TREES
1.31 x 5 = 6.55 = 7 EVERGREEN SHRUBS
- REQUIRED: 2 CANOPY, 10 UNDERSTORY, 7 EVERGREEN SHRUBS
PROVIDED: 2 CANOPY, 10 UNDERSTORY, 7 EVERGREEN SHRUBS

ADJACENT PROPERTY (SOUTH) =
SEABOARD COASTLINE RAILROAD
NO ADDITIONAL PLANTINGS REQUIRED

OLD FLORIDA NATIONAL BANK
(ZONING = C-R)

NORTH ORANGE
ANIMAL HOSPITAL
(ZONING = C-C)

EXISTING
ONE STORY
BLOCK
BUILDING

AREA OUTSIDE
LIMITS OF WORK

PROPOSED FENCE,
4' HT., SEMI-OPAQUE, TYP.

EXTERNAL
PARKING

EXTERNAL
PARKING

SHARED INTERNAL DRIVE

DRIVE-THRU

DUMPSTER
PAD

DUTCH BROS.
COFFEE
(ZONING = C-C)

OPEN SPACE
SET-ASIDE

STORMWATER
FACILITY
(ZONING = C-C)

DRIVE-THRU

EXTERNAL DRIVE

HOME INN & SUITES
(ZONING = C-C)

EXISTING
OFFSITE TREE,
TO REMAIN, TYP.

SIGHT
TRIANGLE

LIMITS OF
WORK

PROPOSED FENCE,
4' HT., SEMI-OPAQUE,
TYP.

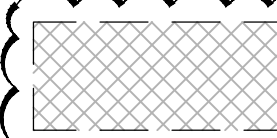
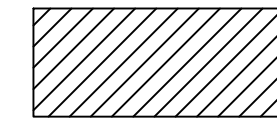
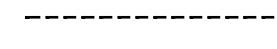
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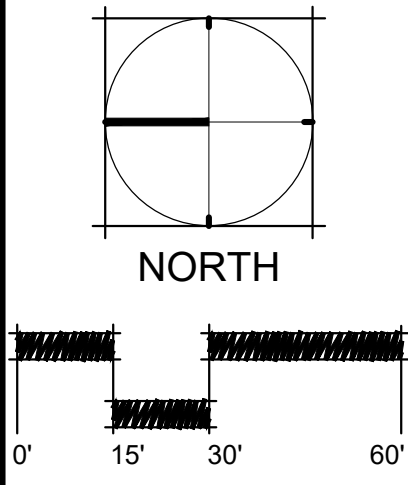
PROPOSED FENCE,
4' HT., SEMI-OPAQUE, TYP.

5' LANDSCAPE BUFFER, TYP.

15' LANDSCAPE BUFFER, TYP.

SHEET KEY & NOTES:

-  SIGHT TRIANGLE ZONE
-  VEHICLE USE AREA
-  OPEN SPACE LIMITS
-  LIMITS OF WORK
-  PROPERTY LINE



SCALE: 1"=30'

ISSUED

NO.	DESCRIPTION	DATE
1	Issued for Permit	02-16-2024
2	Issued for Permit	04-18-2024
3	Issued for Permit	06-11-2024

REVISIONS

REV.	DATE	REVISION
1	04/18/2024	County Comments
2	06/11/2024	County Comments



Permit Documents

PROJECT NAME

W. Orange Blossom Trl.
Dutch Brothers Coffee

SHEET NAME

KEY PLAN & CODE
REQUIREMENTS

SCALE

AS SHOWN

DATE

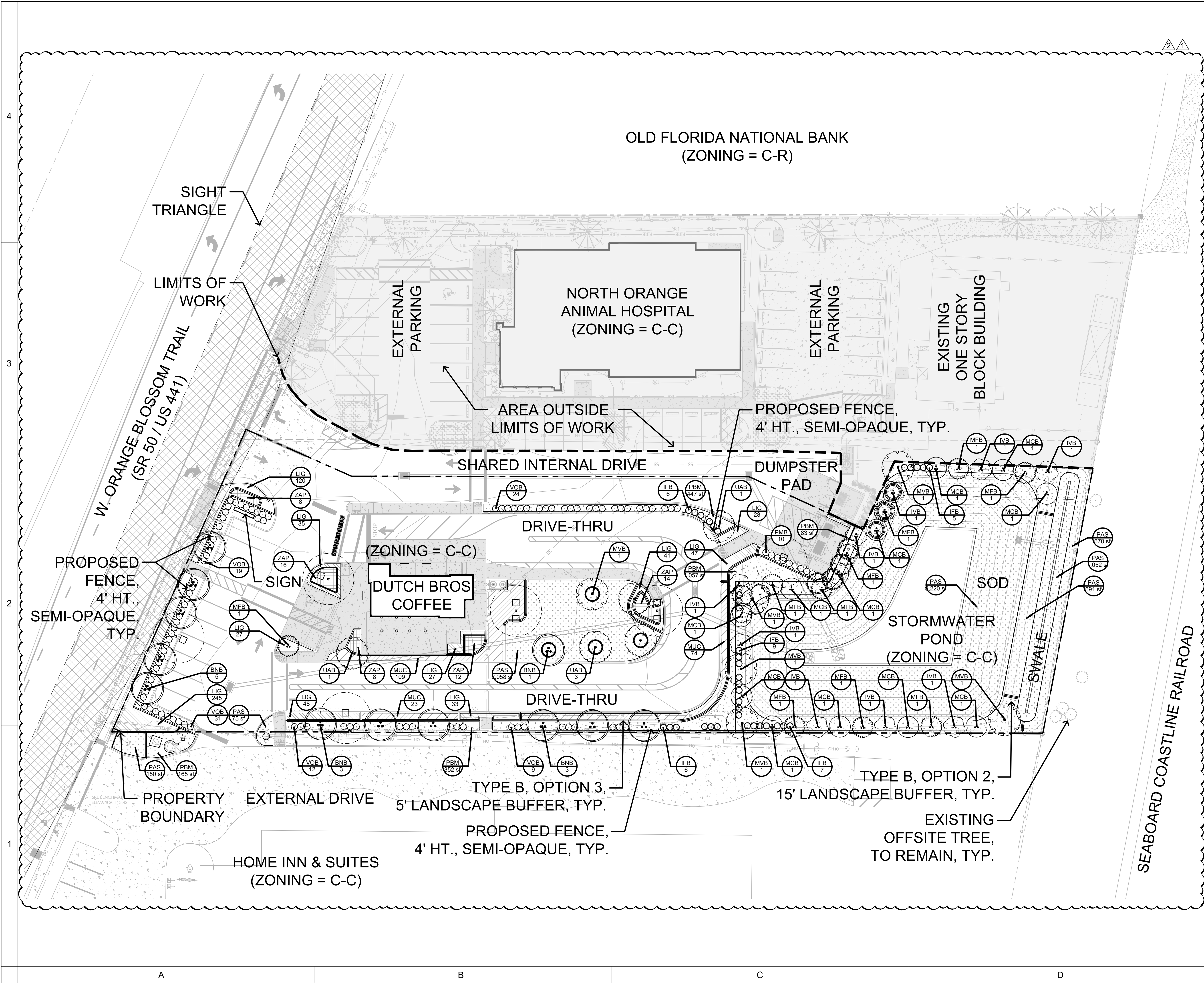
02.16.2024

DRAWN

JRM

SHEET NUMBER

L-1.00



SHEET KEY & NOTES:

PLANT LEGEND			
CANOPY TREES	CODE	QTY	COMMON NAME
	BNB	12	River Birch
	MVB	6	Sweetbay Magnolia
	UAB	5	Winged Elm
UNDERSTORY TREES	CODE	QTY	COMMON NAME
	IVB	9	Yaupon Holly
	MFB	10	Simpson's Stopper
	MCB	12	Wax Myrtle
SHRUBS - BUFFER	CODE	QTY	COMMON NAME
	IFB	36	Florida Anise
	VOB	95	Walter's Viburnum
SHRUBS - SCREEN	CODE	QTY	COMMON NAME
	PMB	10	Yew Podocarpus
SHRUB AREAS - INTERIOR	CODE	QTY	COMMON NAME
	MUC	206	Pink Muhly Grass
	ZAP	58	Coontie Palm
GROUND COVER - INTERIOR	CODE	QTY	COMMON NAME
	LIG	651	Evergreen Giant Lilyturf
MULCH	CODE	QTY	COMMON NAME
	PBM	4,351 sf	
SOD/SEED	CODE	QTY	COMMON NAME
	PAS	13,916 sf	Argentine Bahiagrass

	SITE LIGHT FIXTURE
	LIMITS OF WORK
	PROPERTY LINE

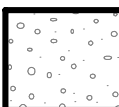
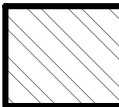
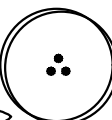
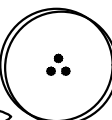
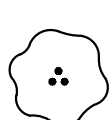
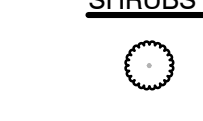
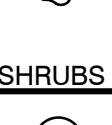
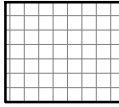
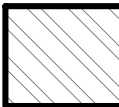
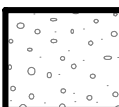
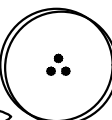
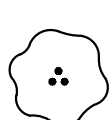
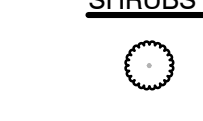
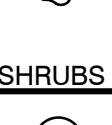
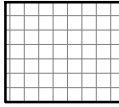
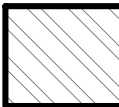
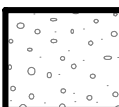
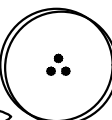
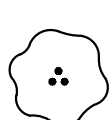
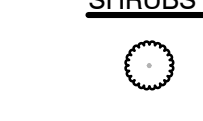
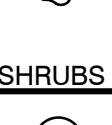
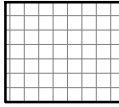
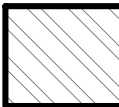
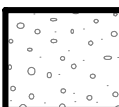
NORTH

0' 10' 20' 40'

SCALE: 1"=20'

DANIEL ROGERS
LANDSCAPE ARCHITECTURE
800 WINDRILEY PLACE, SUITE 325 | MIAMI, FLORIDA 33155 | P: 407.383.0112

ISSUED	
NO.	DESCRIPTION
1	Issued for Permit
2	Issued for Permit
3	Issued for Permit
REVISIONS	
REV.	DATE
1	04/18/2024
2	06/11/2024
Permit Documents	
PROJECT NAME	
W. Orange Blossom Trl. Dutch Brothers Coffee	
SHEET NAME	
CODE LANDSCAPE PLAN	
SCALE	
AS SHOWN	
DATE	DRAWN
02.16.2024	JRM
SHEET NUMBER	
L-1.01	

4	GENERAL LANDSCAPE NOTES	PLANT SCHEDULE - CODE LEVEL										2 1																																																																																																																																																																																																																																									
	1. NEWLY INSTALLED "CANOPY" TREES SHALL HAVE THEIR CALIPER MEASURED 6" ABOVE THE TOP OF THE ROOT BALL. ALL NEWLY INSTALLED "UNDERSTORY" TREES SHALL HAVE THEIR CALIPER MEASURED 6" ABOVE THE TOP OF THE ROOT BALL.	 <table><tr><th>CANOPY TREES</th><th>CODE</th><th>QTY</th><th>BOTANICAL NAME</th><th>COMMON NAME</th><th>SIZE</th><th>NATIVE</th><th>DROUGHT TOLERANT</th><th>CANOPY SIZE</th><th>CANOPY SIZE - SUBTOTAL</th><th>TOTAL CANOPY TREES PROPOSED = 23</th></tr><tr><td></td><td>BNB</td><td>12</td><td>Betula nigra</td><td>River Birch</td><td>3" Cal. / 8' Ht. / Multi.</td><td>Yes</td><td>Moderate</td><td>201 SF</td><td>2,412 SF</td><td></td></tr><tr><td></td><td>MVB</td><td>6</td><td>Magnolia virginiana</td><td>Sweetbay Magnolia</td><td>3" Cal. / 8' Ht.</td><td>Yes</td><td>Moderate</td><td>201 SF</td><td>1,206 SF</td><td></td></tr><tr><td></td><td>UAB</td><td>5</td><td>Ulmus alata</td><td>Winged Elm</td><td>3" Cal. / 8' Ht.</td><td>Yes</td><td>Moderate</td><td>491 SF</td><td>2,455 SF</td><td></td></tr><tr><th>UNDERSTORY TREES</th><th>CODE</th><th>QTY</th><th>BOTANICAL NAME</th><th>COMMON NAME</th><th>SIZE</th><th>NATIVE</th><th>DROUGHT TOLERANT</th><th>CANOPY SIZE</th><th>CANOPY SIZE - TOTAL</th><th>TOTAL UNDERSTORY TREES = 31</th></tr><tr><td></td><td>IVB</td><td>9</td><td>Ilex vomitoria</td><td>Yaupon Holly</td><td>6' Ht., / Multi. (2" Aggregate Cal., Min.)</td><td>Yes</td><td>High</td><td>201 SF</td><td>6,073 SF</td><td></td></tr><tr><td></td><td>MFB</td><td>10</td><td>Myrcianthes fragrans</td><td>Simpson's Stopper</td><td>6' Ht., / Multi. (2" Aggregate Cal., Min.)</td><td>Yes</td><td>High</td><td>201 SF</td><td></td><td></td></tr><tr><td></td><td>MCB</td><td>12</td><td>Myrica cerifera</td><td>Wax Myrtle</td><td>6' Ht., / Multi. (2" Aggregate Cal., Min.)</td><td>Yes</td><td>Yes</td><td>201 SF</td><td></td><td></td></tr><tr><th>SHRUBS - BUFFER</th><th>CODE</th><th>QTY</th><th>BOTANICAL NAME</th><th>COMMON NAME</th><th>SIZE</th><th>NATIVE</th><th>DROUGHT TOLERANT</th><th>SPACING</th><td></td><td></td></tr><tr><td></td><td>IFB</td><td>36</td><td>Illicium floridanum</td><td>Florida Anise</td><td>3' Ht. Min.</td><td>Yes</td><td>High</td><td>30" o.c.</td><td></td><td></td></tr><tr><td></td><td>VOB</td><td>95</td><td>Viburnum obovatum</td><td>Walter's Viburnum</td><td>3' Ht. 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SHRUBS - SCREEN	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING				PMB	10	Podocarpus macrophyllus	Yew Podocarpus	3' Ht. Min.	No	High	30" o.c.			SHRUB AREAS - INTERIOR	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING				MUC	206	Muhlenbergia capillaris	Pink Muhly Grass	3 gal.	Yes	High	30" o.c.				ZAP	58	Zamia pumila	Coontie Palm	3 gal.	Yes	High	30" o.c.			GROUND COVER - INTERIOR	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING				LIG	651	Liriope muscari 'Evergreen Giant'	Evergreen Giant Lilyturf	1 gal.	No	Moderate	18" o.c.			MULCH	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING				PBM	4,351 sf	Pine Bark Mulch		Mini-Nugget / 3" Depth	NA	NA	NA			SOD/SEED	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANT	SPACING				PAS	13,916 sf	Paspalum notatum 'Argentine'	Argentine Bahiagrass	sod	No	Yes	NA		
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SHEET KEY & NOTES:



DANIEL ROGERS
LANDSCAPE ARCHITECTURE

900 WINDERLEY PLACE, SUITE 325 | MIAMI, FLORIDA 33251 | P: 407.383.0112

ISSUED		
NO.	DESCRIPTION	DATE
1	Issued for Permit	02-16-2024
2	Issued for Permit	04-18-2024
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REVISIONS		
REV.	DATE	REVISION
△	04/18/2024	County Comments
△	06/11/2024	County Comments

Permit Documents

PROJECT NAME

W. Orange Blossom Trl.
Dutch Brothers Coffee

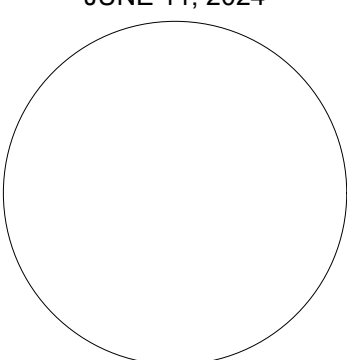
SHEET NAME

PLANT SCHEDULE
& NOTES

LANDSCAPE ARCHITECT
DANIEL A. ROGERS, RLA
6666866

JUNE 11, 2024

SCALE	
AS SHOWN	
DATE	DRAWN
02.16.2024	JRM
SHEET NUMBER	



L-1.10

4

3

2

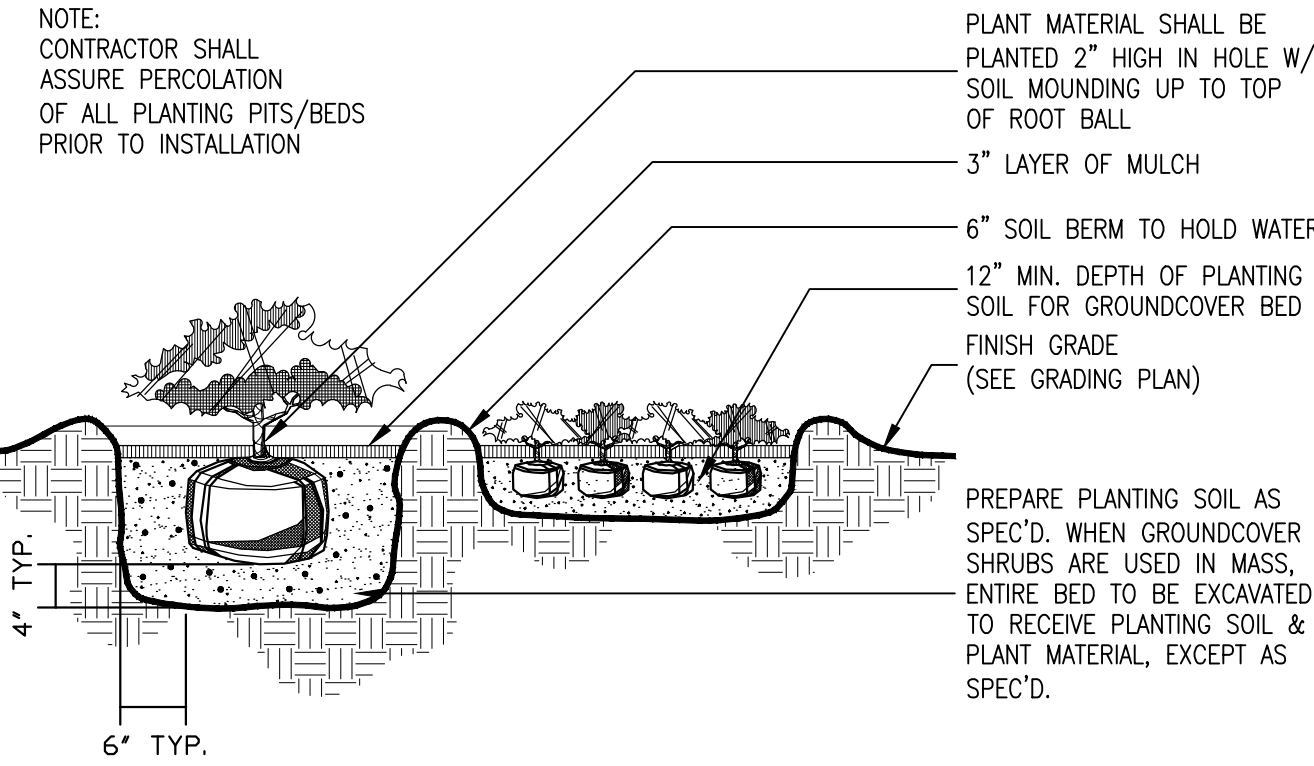
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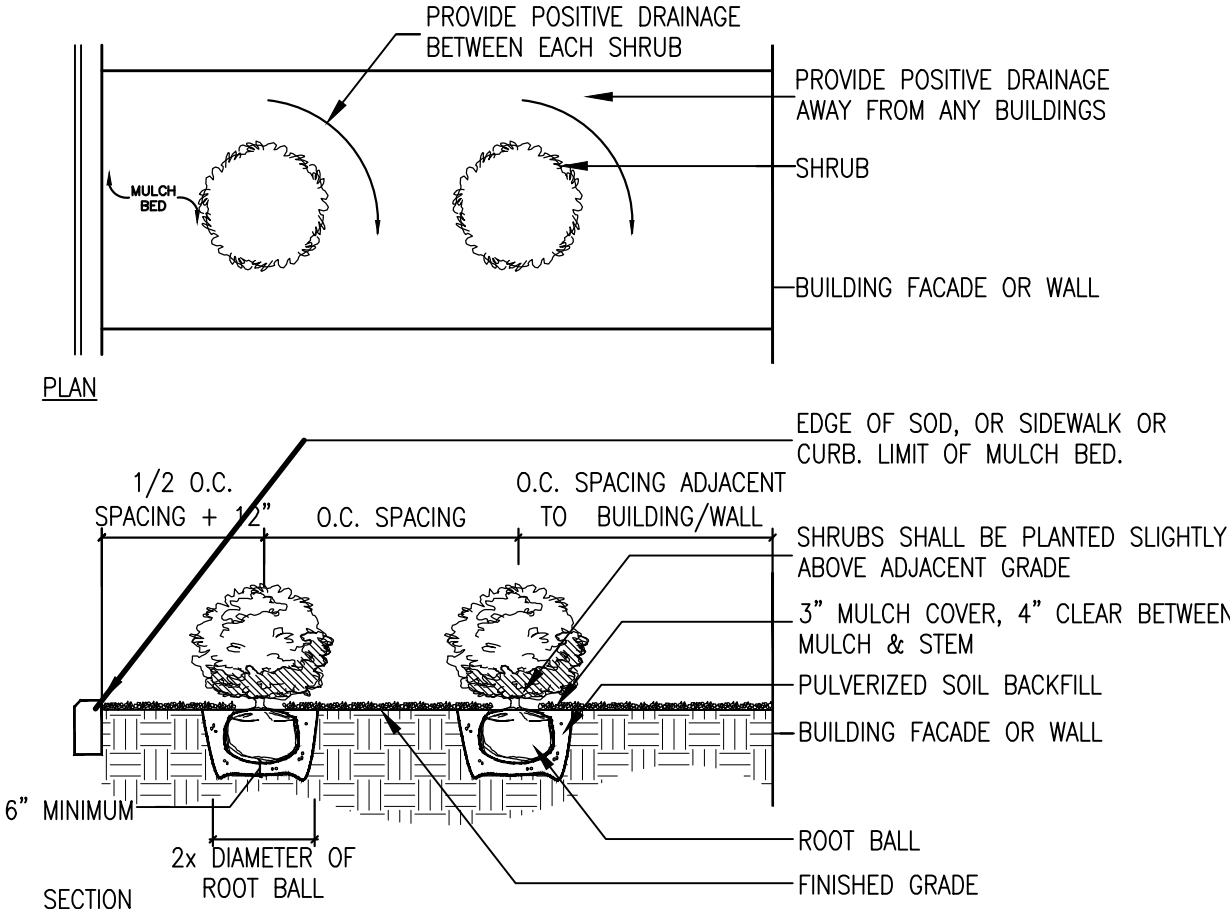


SHRUB PLANTING DETAIL

SCALE: NTS

1

L-1.11

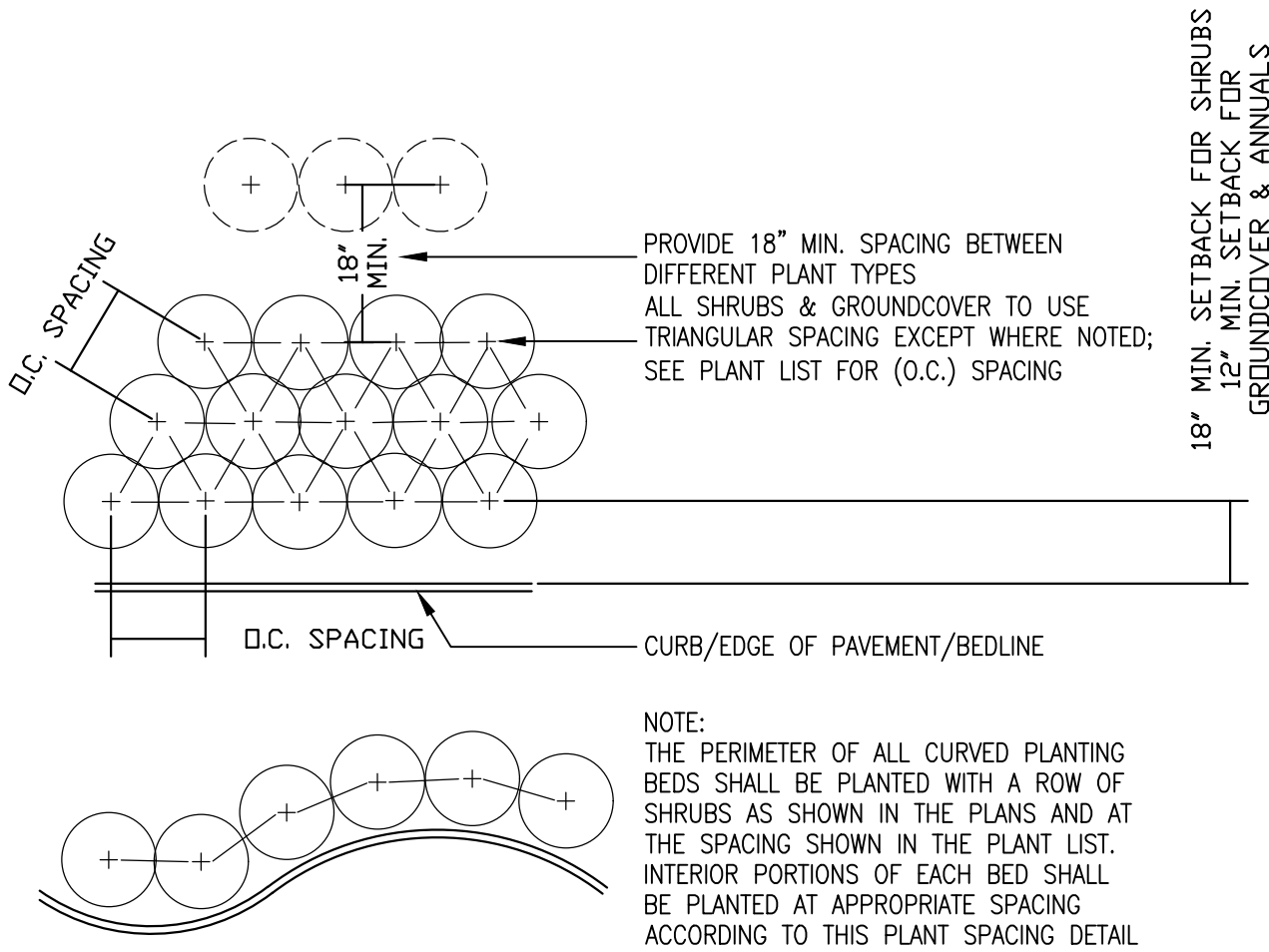


SHRUB PLANTING DETAIL

SCALE: NTS

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L-1.11

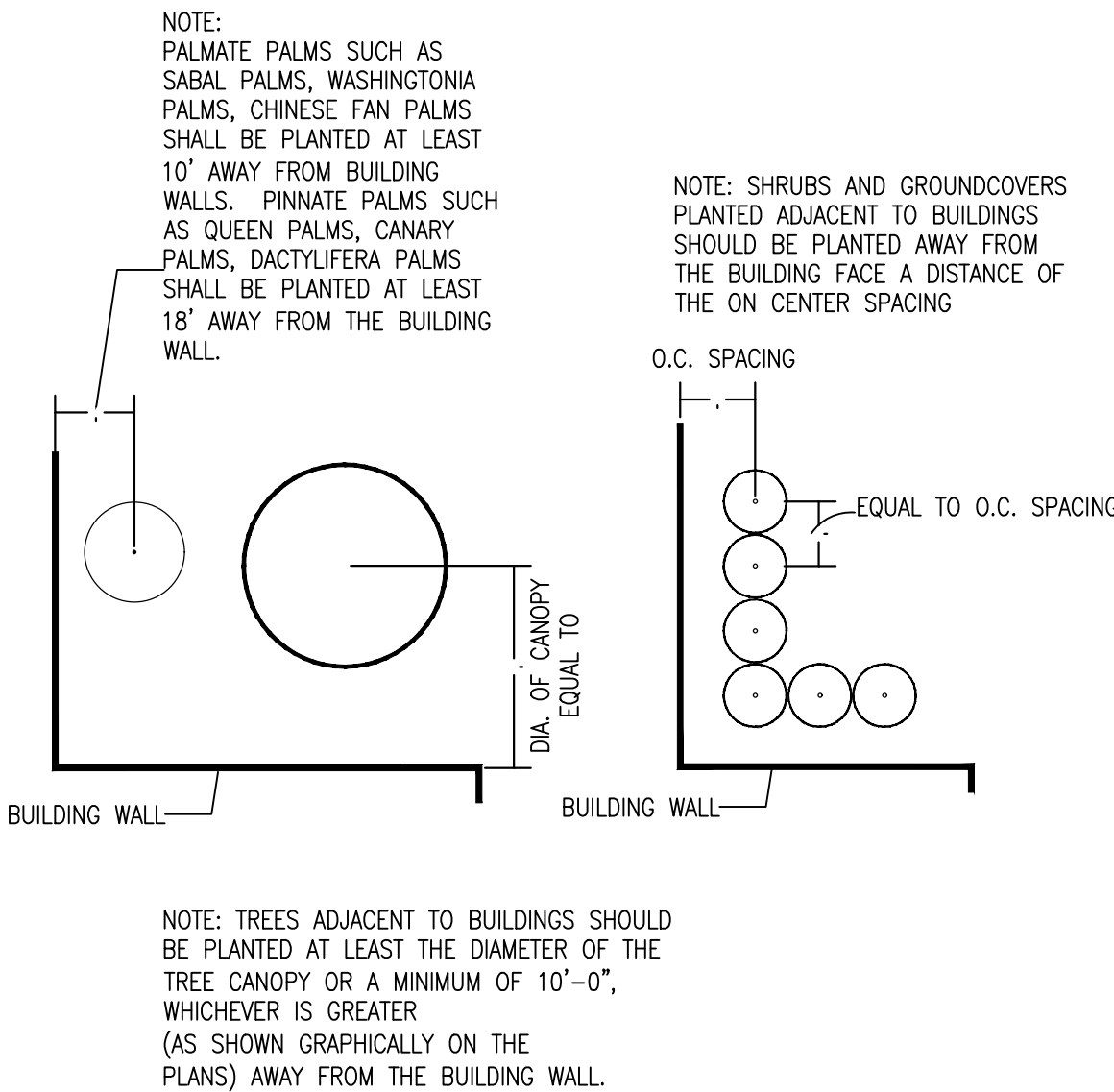


SHRUB & GROUNDCOVER PLANTING DETAIL

SCALE: NTS

4

L-1.11

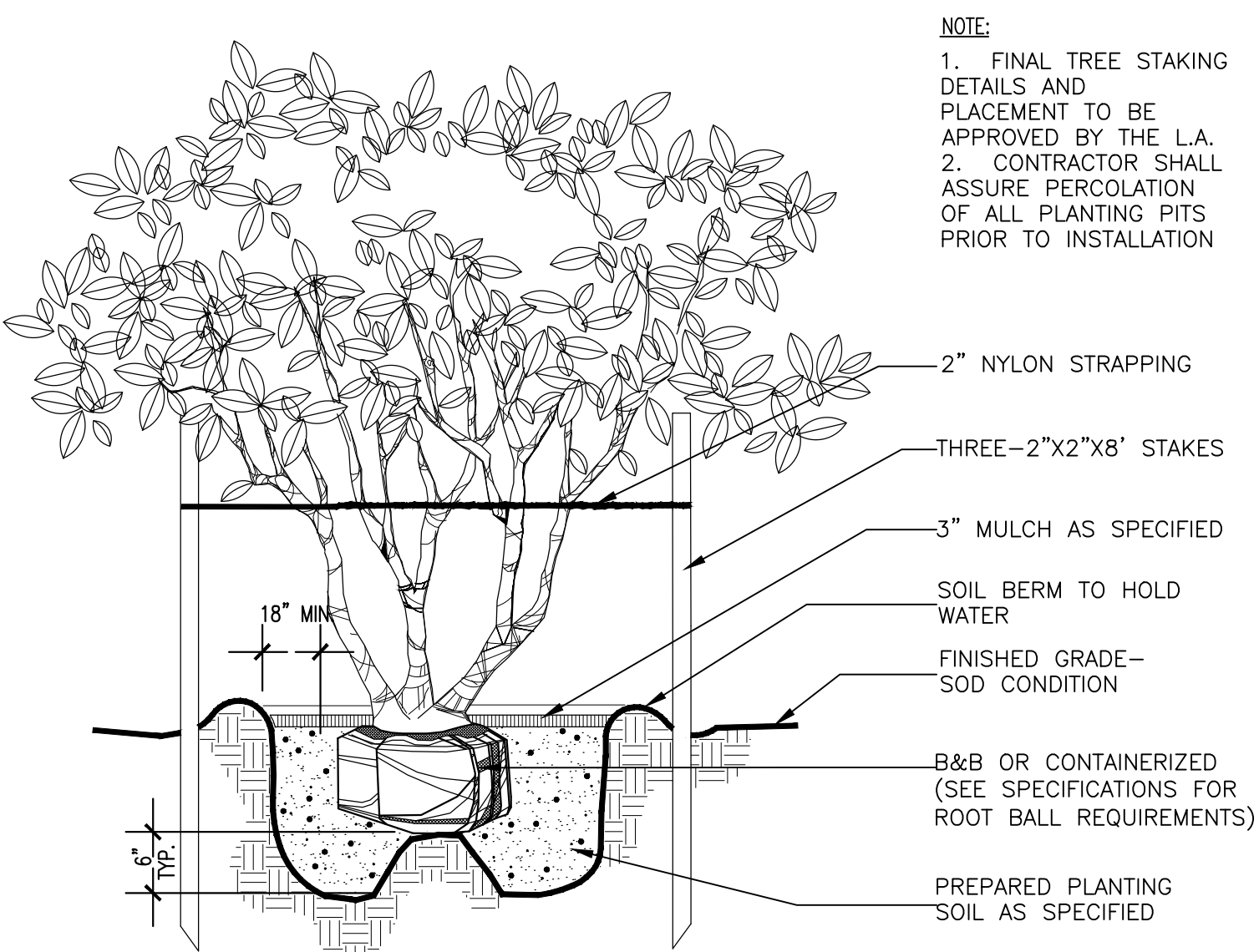


SHRUB PLANTING DETAIL ADJ. TO BUILDING

SCALE: NTS

5

L-1.11

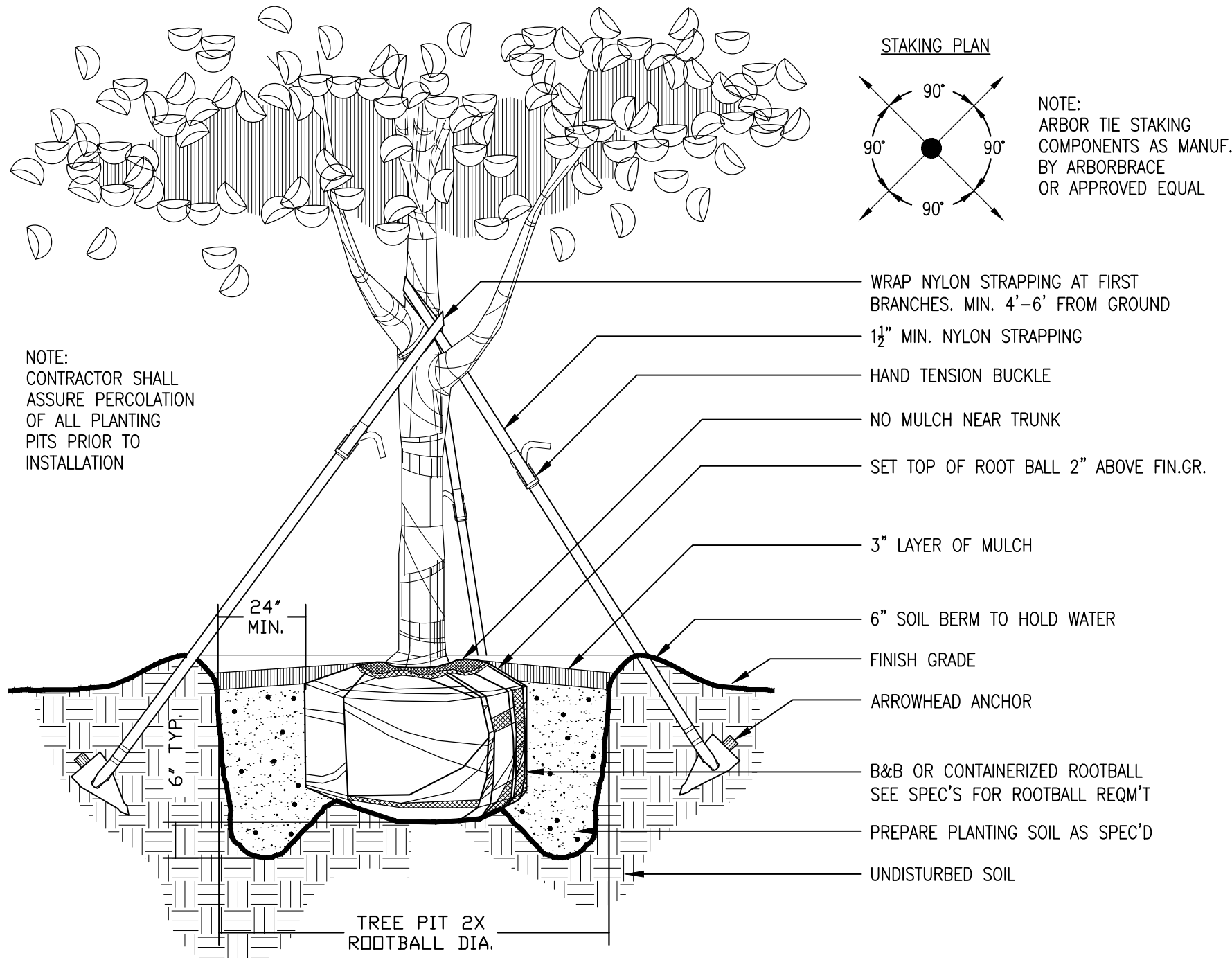


UNDERSTORY TREE PLANTING DETAIL

SCALE: NTS

3

L-1.11



CANOPY TREE PLANTING DETAIL

SCALE: NTS

6

L-1.11

SHEET KEY & NOTES:



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NO.	DESCRIPTION	DATE
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REVISIONS		
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Δ	04/18/2024	County Comments
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Permit Documents

PROJECT NAME

W. Orange Blossom Trl.
Dutch Brothers Coffee

SHEET NAME

LANDSCAPE DETAILS

LANDSCAPE ARCHITECT
DANIEL A. ROGERS, RLA
6666866

SCALE

AS SHOWN

DATE

02.16.2024

DRAWN

JRM

SHEET NUMBER

L-1.11

4	IRRIGATION NOTES
	1. THE SITE WILL BE PROVIDED WITH A 100% AUTOMATIC IRRIGATION SYSTEM. 2. THE WATER SOURCE WILL BE FROM A REUSE CONNECTION. 3. FINAL IRRIGATION DESIGN SHALL BE SUBMITTED BY THE LANDSCAPE CONTRACTOR FOR REVIEW AND PERMIT PRIOR TO INSTALLATION OF THE SYSTEM. 4. IRRIGATION SYSTEM SHALL BE DESIGNED AND WILL BE INSTALLED IN CONFORMANCE WITH ALL CITY OF APOPKA & SJRWMD REGULATIONS. 5. IRRIGATION SYSTEM DESIGN SHALL BE IN COMPLIANCE WITH WATER WISE ORDINANCE 2069.
	IRRIGATION SYSTEM DESIGN & CONSTRUCTION NOTES (SECTION 5.01.10.E)

	IRRIGATION SYSTEMS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE TECHNICAL STANDARDS CONTAINED IN APPENDIX F OF THE PLUMBING VOLUME OF THE FLORIDA BUILDING CODE, THE MOST RECENT EDITION OF THE FLORIDA IRRIGATION STANDARDS MANUAL AND THE FOLLOWING:
3	1. IRRIGATION SYSTEMS ARE TO BE DESIGNED AND INSTALLED AT A PRESSURE OF 40 P.S.I. 2. A RAIN SENSING SHUTOFF DEVICE SHALL BE REQUIRED ON ALL IRRIGATION SYSTEMS TO AVOID IRRIGATION DURING PERIODS OF SUFFICIENT RAINFALL. EQUIPMENT SHALL CONSIST OF AN AUTOMATIC SENSING DEVICE OR SWITCH WHICH WILL OVERRIDE THE IRRIGATION CYCLE WHEN ADEQUATE RAINFALL HAS OCCURRED. IT MUST BE PLACED WHERE IT IS EXPOSED TO UNOBSTRUCTED NATURAL RAINFALL AND IN COMPLIANCE WITH F.S. § 373.62, AS AMENDED. 3. THE USE OF IRRIGATION RISERS SHALL BE PROHIBITED. 4. CHECK VALVES WHICH ARE CAPABLE OF HOLDING A MINIMUM OF A FIVE FOOT HEAD SHALL BE USED IN LOW-LYING AREAS TO PREVENT HEAD DRAINAGE. 5. BACK-FLOW INTO ANY WATER SOURCE SHALL BE PREVENTED AS PROVIDED IN RULE 62-555, FLORIDA ADMINISTRATIVE CODE, AS AMENDED. ANY BACK-FLOW PREVENTION DEVICE THAT IS TESTABLE, SHALL BE TESTED BY A CERTIFIED BACK-FLOW TECHNICIAN UPON INSTALLATION, WHENEVER THE DEVICE IS REPAIRED AND ANNUALLY, WHEN CONNECTED TO MUNICIPAL OR INVESTOR-OWNED DRINKING WATER SYSTEMS. BACK-FLOW PREVENTION DEVICES ARE REQUIRED ON IRRIGATION SYSTEMS CONNECTED TO PRIVATE WELLS WHEN ALSO USED AS A PRIVATE DRINKING WATER SOURCE.

IRRIGATION SYSTEM DESIGN & CONSTRUCTION NOTES (SECTION 5.01.10.E) - continued	
6.	IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
7.	IRRIGATION SYSTEM EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
8.	IRRIGATION ZONES DIVIDED ACCORDING TO: a. AVAILABLE FLOW RATE b. VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.) c. SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) d. SOIL CHARACTERISTICS
9.	SPRAY HEADS AND ROTORS SHALL NOT BE MIXED IN THE SAME ZONE.
10.	NARROW AREAS, FOUR FEET OR LESS, ARE NOT TO BE IRRIGATED UNLESS LOW VOLUME/MICRO-IRRIGATION IS USED.
11.	LOW VOLUME IRRIGATION IS REQUIRED FOR ALL TREES, SHRUBS, AND GROUNDCOVER BEDS. THE CITY MAY WAIVE THIS REQUIREMENT IF SPECIAL CIRCUMSTANCES EXIST.
12.	DISTRIBUTION EQUIPMENT IN A GIVEN ZONE SHALL HAVE MATCHED PRECIPITATION RATES.
13.	APPLICATION RATES SHALL BE CALCULATED AND PROGRAMMED INTO IRRIGATION TIMER TO AVOID RUNOFF AND TO PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER, AND PREVAILING WINDS.
14.	A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
15.	A MINIMUM SEPARATION OF 24 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
16.	NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS, AND DRIVES.
17.	ROTORS AND SPRAYS IN TURF AREAS SHALL BE SPACED TO PROVIDE HEAD TO HEAD COVERAGE.
18.	WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
19.	PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
20.	PRESSURE REGULATING HEADS SHALL BE IDENTIFIABLE FROM THE TOP OF THE HEAD.
21.	A MAINTENANCE CHECKLIST SHALL BE PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR (AFFIXED TO OR NEAR CONTROLLER) ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS WITHIN THE CITY OF APOPKA.
22.	UPON COMPLETION OF THE IRRIGATION SYSTEM, A TAG OR STICKER SHALL BE AFFIXED TO THE TIMER BOX IF IT IS AN AUTOMATIC SYSTEM. IF IT IS A MANUAL SYSTEM, A STICKER OR TAG SHALL BE AFFIXED TO THE OUTSIDE MAIN ELECTRICAL BREAKER BOX ON THE INSIDE OF THE DOOR. THE TAG OR STICKER SHALL INCLUDE THE PERMIT NUMBER (FOR NONRESIDENTIAL), A COPY OF THE LANDSCAPE AND IRRIGATION CERTIFICATION AND CHECKLIST, DATE INSTALLED, NUMBER OF ZONES, AND THE INSTALLER'S NAMES.
23.	ANY IRRIGATION SYSTEM WHICH IS USED FOR THE APPLICATION OF CHEMICALS SHALL BE EQUIPPED WITH AN ANTI-SIPHON DEVICE CONSTRUCTED IN ACCORDANCE WITH THE MOST CURRENT VERSION OF F. S. §§ 487.021 AND 487.064, AS AMENDED.
24.	ALL IRRIGATION SYSTEM UNDERGROUND PIPING SHALL HAVE MINIMUM SOIL COVER OF SIX INCHES.
25.	IRRIGATION SYSTEM PIPING AND FITTINGS SHALL BE APPROVED BY NATIONAL SANITATION FOUNDATION FOR POTABLE WATER USE WHEN UPSTREAM OF THE BACK-FLOW DEVICE.
26.	ALL LOW VOLTAGE WIRING USED FOR SYSTEM CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE NATIONAL ELECTRIC CODE.
27.	RECLAIMED IRRIGATION WATER AND APPLICATION FACILITIES LOCATED ON PRIVATE PROPERTIES, INCLUDING RESIDENTIAL PROPERTIES, SHALL BE LAVENDER IN COLOR. ROUTINE REPAIRS COVERING LESS THAN 12 INCHES ON RESIDENTIAL SYSTEMS MAY USE ANY COLOR PIPE. IRRIGATION HEADS SHALL BE LAVENDER IN COLOR IF AVAILABLE FROM MANUFACTURER. A SIGN MUST BE POSTED INDICATING RECLAIMED WATER IS BEING USED AS IRRIGATION (IN ENGLISH AND SPANISH). A WARNING SIGN PROHIBITING BE POSTED AT ANY HOSE BIB DISPENSING REUSE WATER. IRRIGATION USING RECLAIMED WATER RATHER THAN POTABLE WATER WHEN RECLAIMED WATER IS REASONABLY AVAILABLE IS STRONGLY ENCOURAGED.

- SYSTEM LAYOUT.
- A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED 50 PERCENT OF THE LANDSCAPED AREA, BUT SHALL NOT, IN ANY CASE, COVER MORE THAN ONE-HALF ACRE ON SINGLE-FAMILY RESIDENTIAL LOTS. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
 - A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED 25 PERCENT OF THE LANDSCAPED AREA. HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO 75 PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
 - A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA, HOWEVER, NO LESS THAN 25 PERCENT OF THE AREA COVERED SHALL UTILIZE LOW VOLUME IRRIGATION. ZONES IN THIS AREA SHALL HAVE A PRESSURE REGULATOR AND A FILTER WITH A MESH SMALLER THAN THE EMITTER OPENINGS.
 - IRRIGATION SYSTEM OPERATION AND MAINTENANCE.
 - IRRIGATION SYSTEMS SHALL BE OPERATED PROPERLY AND IN COMPLIANCE WITH THIS SECTION AND ALL AUTOMATIC CONTROLLERS SHALL BE PROGRAMMED TO MAXIMIZE WATER CONSERVATION. AUTOMATIC IRRIGATION SYSTEMS SHALL BE OPERATED IN ACCORDANCE WITH CITY ADMINISTRATIVE RULES OR ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT IN COMPLIANCE WITH SECTION 82-194, APOPKA CITY CODE.
 - IRRIGATION SYSTEMS SHALL BE MAINTAINED TO MEET THE REQUIREMENTS OF THIS SECTION AND THE SPIRIT OF WATER CONSERVATION. SYSTEMS SHALL BE ROUTINELY EXAMINED TO PREVENT WASTE OF WATER DUE TO LOSS OF HEADS, BROKEN PIPES OR MISADJUSTED NOZZLES.
 - REDUCING OR REMOVING THE REQUIRED 25 PERCENT LOW VOLUME IRRIGATION AREA IS PROHIBITED.
 - EXPANDING HIGH VOLUME IRRIGATION AREA ABOVE THE MAXIMUM 50 PERCENT IS PROHIBITED.

GENERAL NOTES

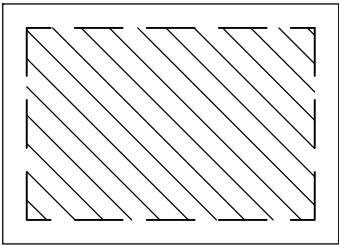
- REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.
- ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- ALL POP-UP ROTORS AND SPRAYS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE CONNECTION. DO NOT USE POLYETHYLENE PIPE.
- ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES & BLDG. WALLS. THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING. USE ADJUSTABLE NOZZLES WHERE REQUIRED TO AVOID ANY WATER ON BUILDING WINDOWS.
- ALL CONTROL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING KING "ONE STEP" CONNECTORS AND SEALANT WITH WIRE NUTS OR AS DETAILED ON THE DECODER DETAIL FOR TWO-WIRE.
- THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON A WHITE BOND PAPER COPY OF THE IRRIGATION PLAN ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS-BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES. MEASUREMENTS SHALL BE MARKED ON THE PLAN EVEN WHEN THE EQUIPMENT IS INSTALLED IN THE EXACT LOCATION AS THE PLAN.
- ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES. THE VALVE BOXES SHALL BE PURPLE WHEN USING RECLAIMED WATER.
- ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR INSIDE A SCH. 40 SLEEVE.
- ALL HEADS SHALL BE INSTALLED A MINIMUM OF 24" FROM ANY WALL AND A MINIMUM OF 12" FROM ANY SIDEWALK, PATIO OR ROAD. (MINIMUM OF 2' WHERE THERE ARE NO BUMPER STOPS) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE IN THE FIELD.
- THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.
- ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP. (OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS)
- ELECTRICAL SERVICE TO LOCATION OF THE CONTROLLER, WELL OR PUMP SHALL BE PROVIDED TO A JUNCTION BOX OR DISCONNECT AT THE EQUIPMENT LOCATION BY THE ELECTRICAL CONTRACTOR OR BY OWNER WHEN IT IS NOT PART OF THE BID PACKAGE. CONFIRM THE LOCATION OF THE CONTROLLER WITH THE OWNER OR GENERAL CONTRACTOR BEFORE ANY INSTALLATION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALE THE PLAN AND CHECK NOZZLE TYPES TO DETERMINE THE CORRECT SPACING OF THE HEADS. THE CONTRACTOR SHALL NOT SPACE THE HEADS FURTHER APART OR USE LESS HEADS THAN SHOWN ON THE PLAN. ANY CHANGES TO THE HEAD SPACING OR LAYOUT, WITHOUT THE CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER, SHALL HOLD THE IRRIGATION CONTRACTOR RESPONSIBLE FOR WARRANTY OF THE PLANTS AND OR SOD IN THESE AREAS.
- 48 HOURS BEFORE DIGGING, CALL 1-800-432-4770 (SUNSHINE STATE ONE CALL CENTER)

SHEET KEY & NOTES:

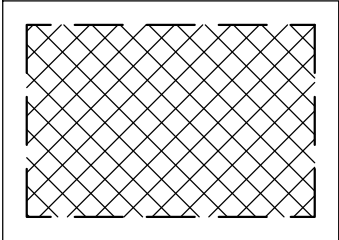
SYMBOLS LEGEND

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POINT OF CONNECTION TO A REUSE WATER METER AND SUPPLY PROVIDED BY CITY OF APOPKA UTILITIES DEPARTMENT. REFER TO THE CIVIL PLAN FOR THE EXACT LOCATION AND DETAILS.

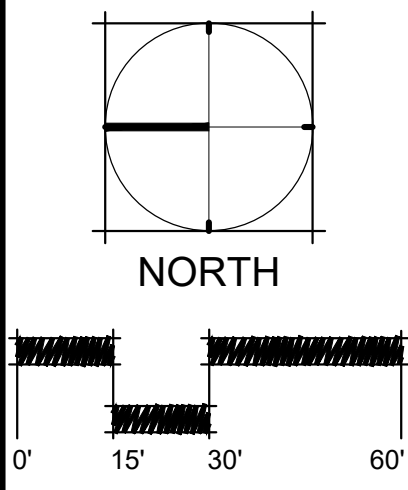


NO WATER USE
(BAHIA SOD / MULCH)
16,836 SF / 77%



LOW WATER USE
(SHRUBS / GROUNDCOVER)
5,111 SF / 23%

----- LIMITS OF WORK
- - - - - PROPERTY LINE



SCALE: 1" = 30'

ISSUED

NO.	DESCRIPTION	DATE
1	Issued for Permit	02-16-2024
2	Issued for Permit	04-18-2024
3	Issued for Permit	06-11-2024

REVISIONS

REV.	DATE	REVISION
⚠	04/18/2024	County Comments
⚠	06/11/2024	County Comments

Permit Documents

PROJECT NAME

W. Orange Blossom Trl.
Dutch Brothers Coffee

SHEET NAME

IRRIGATION WATER
USE PLAN & NOTES

LANDSCAPE ARCHITECT

DANIEL A. ROGERS, RLA
6666866

JUNE 11, 2024

SCALE

AS SHOWN

DATE

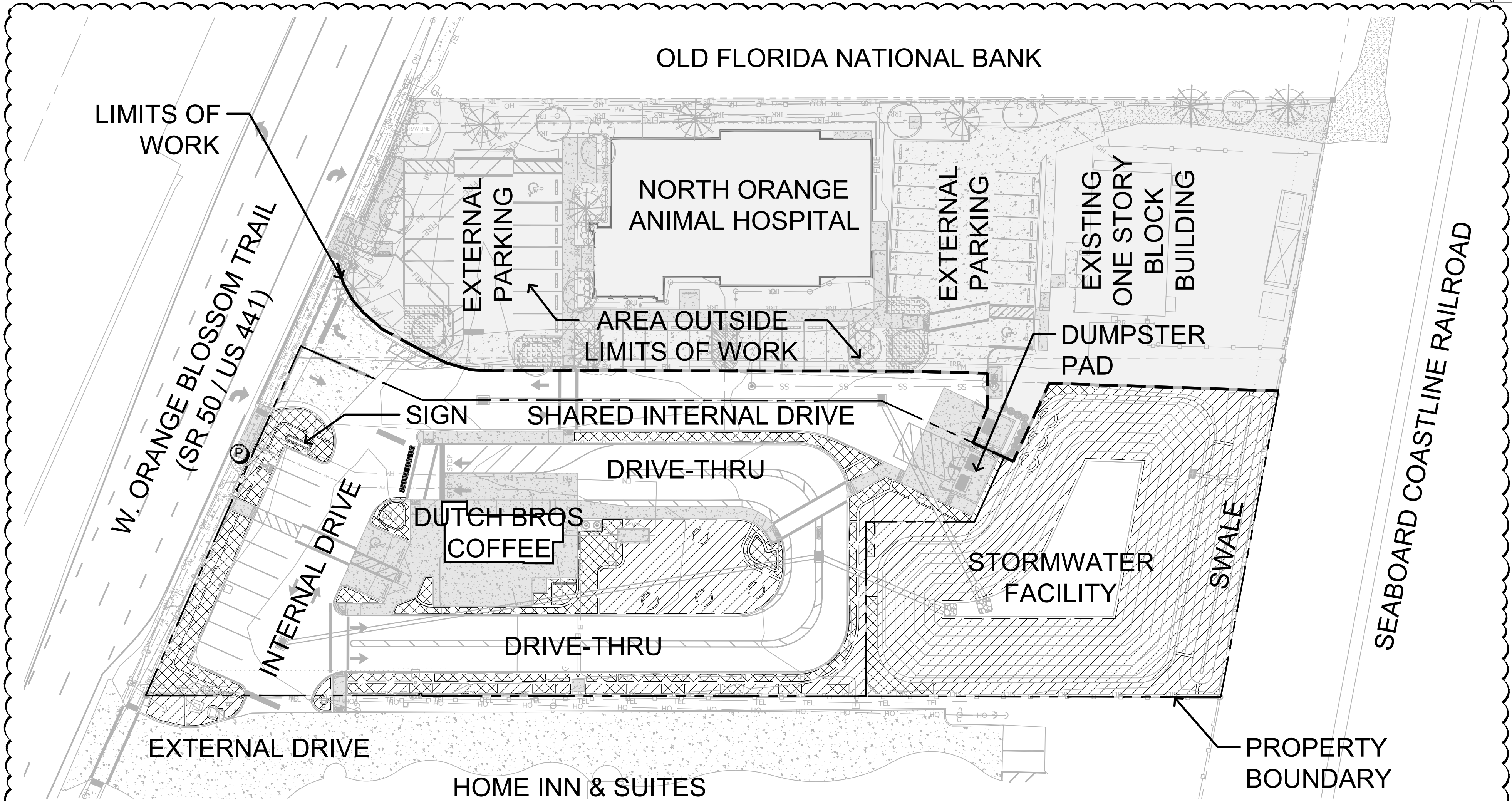
02.16.2024

DRAWN

JRM

SHEET NUMBER

L-2.00



IRRIGATION WATER USE PLAN

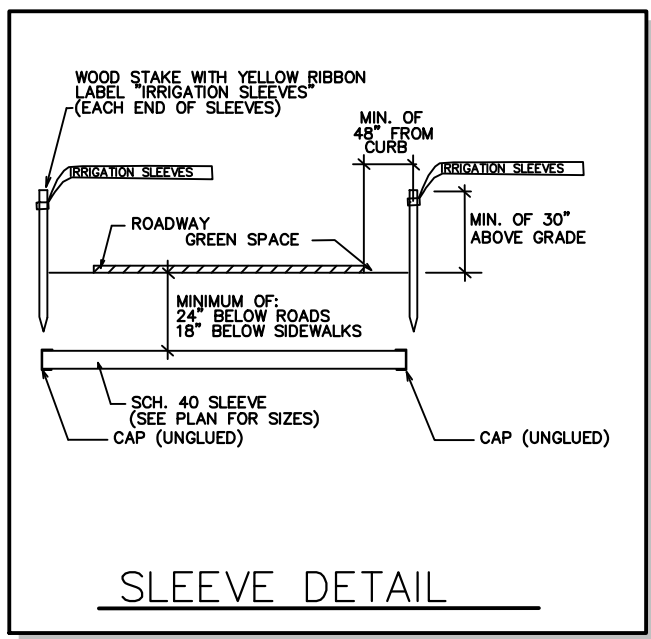
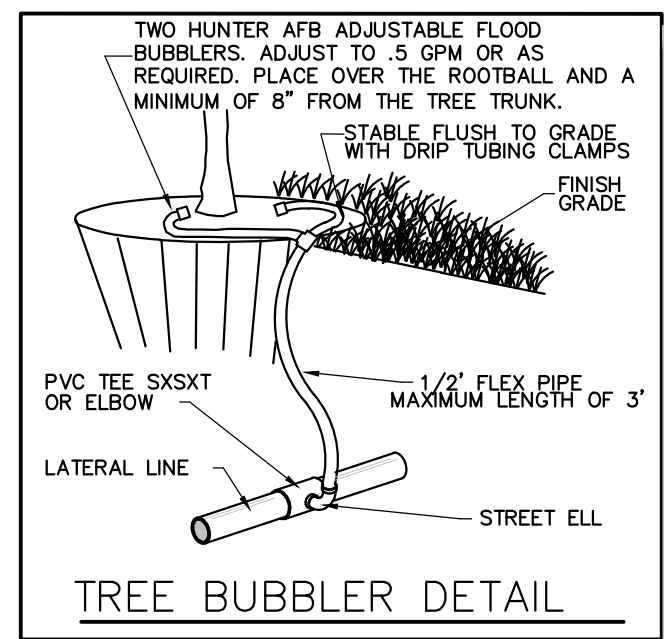
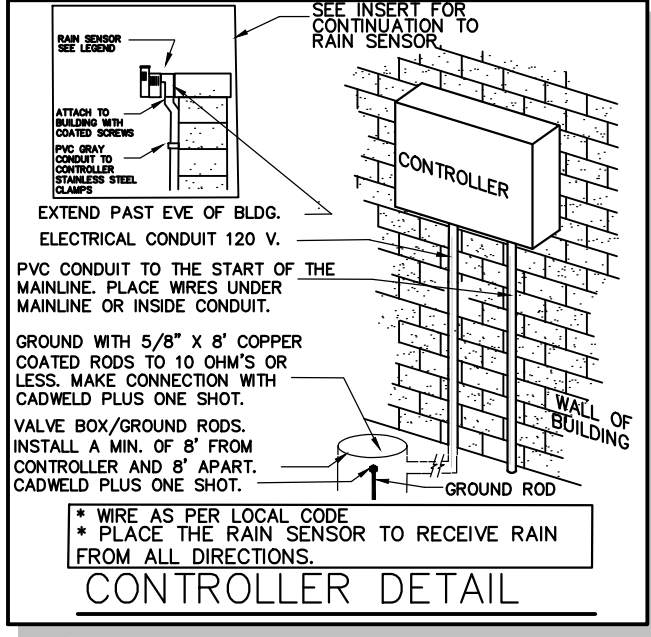
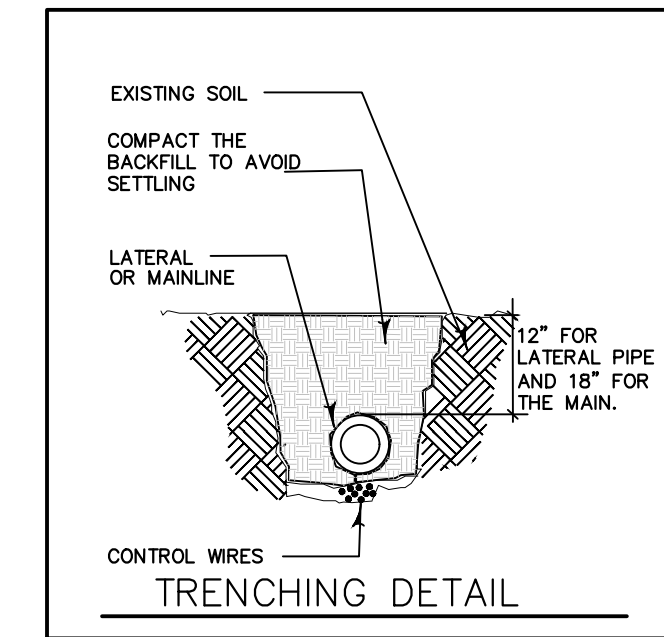
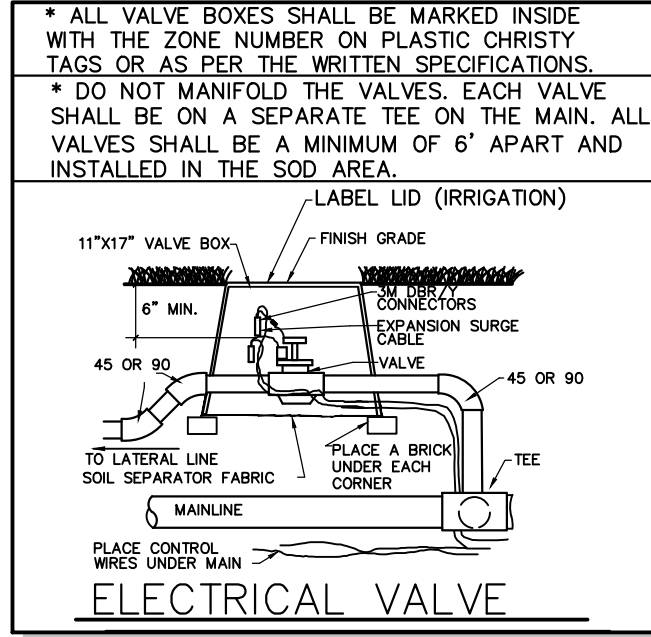
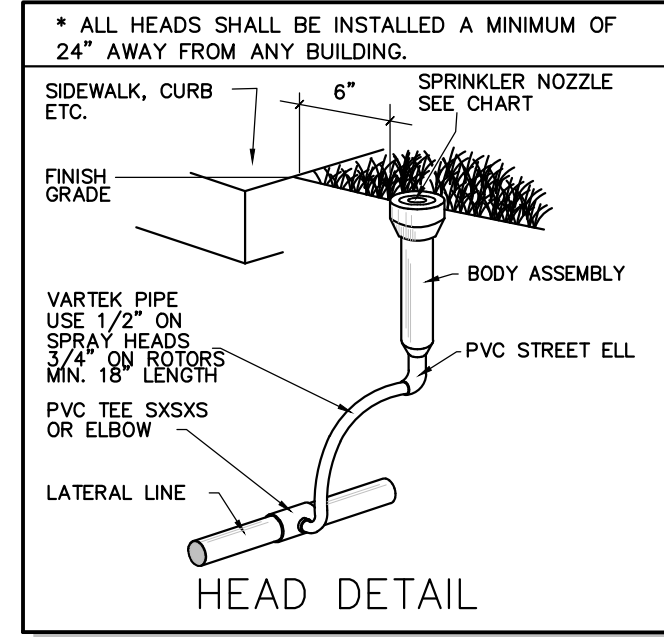
SCALE: 1" = 30' - 0"

4

3

2

1



GENERAL NOTES

- 1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.
- 2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- 3) ALL POP-UP ROTORS AND SPRAYS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE CONNECTION. DO NOT USE POLYETHYLENE PIPE. USE WELDON 737 WITH A PURPLE PRIMER OR RED HOT CHRISTY'S BLUE GLUE ON ALL CONNECTIONS.
- 4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES, WINDOWS AND BLDG. WALLS. THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING. USE ADJUSTABLE NOZZLES WHERE REQUIRED TO AVOID ANY WATER ON BUILDING WINDOWS.
- 5) NO RISERS SHALL BE USED ON THIS PROJECT AS PER CITY OF APOPKA CODE.
- 6) ALL CONTROL WIRE CONNECTIONS SHALL BE MADE IN VALVE BOXES USING 3M DBR-Y WIRE CONNECTORS AND SEALANT WITH WIRE NUTS.
- 7) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON A WHITE BOND PAPER COPY OF THE IRRIGATION PLAN ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS-BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES. MEASUREMENTS SHALL BE MARKED ON THE PLAN EVEN WHEN THE EQUIPMENT IS INSTALLED IN THE EXACT LOCATION AS THE PLAN. PROVIDE THE OWNER A PDF OF THE AS-BUILT PLAN.
- 8) ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES. THE VALVE BOXES SHALL BE PURPLE WHEN USING RECLAIMED WATER.
- 9) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR INSIDE A SCH. 40 SLEEVE.
- 10) ALL HEADS SHALL BE INSTALLED A MINIMUM OF 24" FROM ANY WALL AND A MINIMUM OF 6" FROM ANY SIDEWALK, PATIO OR ROAD. (MINIMUM OF 2'-0" WHERE THERE ARE NO BUMPER STOPS) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE IN THE FIELD. INSTALL THE 12" POP-UP HIGHER WHERE BLOCKED BY TALL SHRUBS.
- 11) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.
- 12) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS.
- 13) ELECTRICAL SERVICE TO LOCATION OF THE CONTROLLER, WELL OR PUMP SHALL BE PROVIDED TO A JUNCTION BOX OR DISCONNECT AT THE EQUIPMENT LOCATION BY THE ELECTRICAL CONTRACTOR OR BY OWNER WHEN IT IS NOT PART OF THE BID PACKAGE. CONFIRM THE LOCATION OF THE CONTROLLER WITH THE OWNER OR GENERAL CONTRACTOR BEFORE ANY INSTALLATION.
- 14) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALE THE PLAN AND CHECK NOZZLE TYPES TO DETERMINE THE CORRECT SPACING OF THE HEADS. THE CONTRACTOR SHALL NOT SPACE THE HEADS FURTHER APART OR USE LESS HEADS THAN SHOWN ON THE PLAN. ANY CHANGES TO THE HEAD SPACING OR LAYOUT WITHOUT THE CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER, SHALL HOLD THE IRRIGATION CONTRACTOR RESPONSIBLE FOR WARRANTY OF THE PLANTS AND OR SOD IN THESE AREAS.
- 15) 48 HOURS BEFORE DIGGING, CALL 1-800-432-4770 (SUNSHINE STATE ONE CALL CENTER)
- 16) INSTALL THREE EXTRA CONTROL WIRES TO EACH TERMINATION OF THE MAIN. ALL CONTROL WIRES SHALL BE INSTALLED INSIDE OF SCH. 40 GRAY PVC CONDUIT WHERE THEY CANNOT BE UNDER THE MAIN.

NOZZLE CHART

LETTER	SPEC.	COLOR	G.P.M.	40 PSI DISTANCE	RADIUS	ZONE LABELS
A	MP2000	RED	1.47	19'	FULL	360°
B	MP CORNER	TURQUOISE	.45	14'	CORNER	105°
C	MP CORNER	TURQUOISE	.19	14'	CORNER	45°
D	MP2000	BLACK	.74	19'	HALF	180°
F	MP2000	BLACK	.40	19'	QUARTER	90°
G	MP END STRIP	BLACK	.22	5' X 15'	END STRIP	
H	RAIN. XPCN	BLACK	.23	4.5'	HALF PATTERN	
M	MP SIDE S	BROWN	.44	15' X 30'	SIDE STRIP	
S	MP915-90	GRAY	49-93	8'-16'	90-180°	
V	MP3000	BLUE	.86	30'	QUARTER	90°
W	MP3000	BLUE	1.82	30'	HALF	180°
X	MP3000	YELLOW	2.73	30'	THREE QTR.	270°
Y	MP3000	GRAY	3.64	30'	FULL	360°
Z	MP2000	GREEN	1.10	19'	THREE QTR.	270°

THE NOZZLES LISTED SHOW THE TYPE OF MP ROTATOR NOZZLE THAT SHOULD BE USED. THE CONTRACTOR SHOULD INSTALL CORRECT NOZZLE IN EACH HEAD AS SHOWN BY THE LETTER BESIDE THE HEAD ON THE PLAN. DO NOT USE MP1000 SERIES NOZZLES. THE GPM, DISTANCE AND ANGLE ON THE NOZZLE CHART ARE APPROXIMATE. THE CONTRACTOR SHALL ADJUST ALL NOZZLES TO PROVIDE THE 100% COVERAGE, BUT LIMIT OVERTHROW ON TO BUILDINGS, WALLS, PAVEMENT, ETC. THE HEADS SHALL BE SPACED AS PER THE PLAN. SCALE THE PLAN FOR DISTANCE. DO NOT ASSUME THAT ALL HEADS ARE SPACED AS PER CONVENTIONAL SPRAY HEADS. THE PRECIPITATION RATE FOR THESE NOZZLES IS LESS THAN A CONVENTIONAL SPRAY NOZZLE. FOLLOW THE ZONE CHART FOR AN APPROXIMATE RUN TIME FOR EACH ZONE, BUT SET THE RUN TIME ON THE CONTROLLER BASED ON THE SPECIFIC SITE CONDITIONS. DO NOT SUBSTITUTE WITH STANDARD NOZZLES.

LEGEND

REFER TO THE RECLAIMED WATER NOTES
USE HUNTER MP ROTATOR NOZZLES

●	HUNTER PRS40 SPRAY SERIES 6" POP-UP
■	HUNTER PRS40 SPRAY SERIES 12" POP-UP
▲	TWO HUNTER AFB ADJUSTABLE FLOOD BUBBLERS PER TREE.
▲	HUNTER PGP ULTRA ROTOR HEAD - 6 GPM
▲	HUNTER PGP ULTRA ROTOR HEAD - 3 GPM
---	CLASS 200 PURPLE PVC MAINLINE-1 1/2"
---	CLASS 200 PVC PURPLE LATERAL LINE- SIZE AS SHOWN UNTIL A SMALLER SIZE IS SHOWN. MINIMUM SIZE OF 3/4" (EXCEPT RISERS AND FLEX-PIPE)
---	SCH. 40 SLEEVE (MINIMUM OF 24" DEPTH AND 2 SIZES LARGER THAN THE PIPE SIZE OR AS LABELED ON THE PLAN)
●	HUNTER ICV ELECTRIC VALVE. SIZE AS SHOWN BELOW. INSTALL VALVE IN A 11"x17" PURPLE VALVE BOX AND COVER 0-25 GPM=1" 26-50 GPM=1 1/2" 51 AND HIGHER GPM=2"
⊙	CONTROLLER- HUNTER ICC2 24 STATION. WHERE SHOWN ON THE PLAN. INSTALL WITH A HUNTER WIRELESS MINI-CLIK RAIN SENSOR. GROUND WITH A MINIMUM 8' COPPER CLAD ROD. SLEEVE TO AS REQUIRED.
⊙	POINT OF CONNECTION TO A 1" RECLAIMED WATER METER. REFER TO THE UTILITY PLAN FOR THE EXACT LOCATION AND DETAILS.

RECLAIMED WATER REQUIREMENTS

- 1) ALL PIPE SHALL BE THE PURPLE RECLAIMED WATER TYPE.
- 2) ALL SPRINKLER HEADS SHALL HAVE PURPLE INDICATORS.
- 3) ALL MANUAL AND ELECTRIC VALVES SHALL HAVE TAGS TO INDICATE RECLAIMED WATER.
- 4) ALL VALVE BOXES SHALL BE PURPLE WITH PURPLE LIDS TO INDICATE THE PRESENCE OF RECLAIMED WATER.
- 5) ALL EQUIPMENT SHALL BE INSTALLED AS PER ALL LOCAL, COUNTY, STATE, AND FEDERAL CODES. PROVIDE AND INSTALL ALL REQUIRED RECLAIMED WATER SIGNS. COORDINATE PLACEMENT AND TYPE WITH THE RECLAIMED WATER PROVIDER.
- 6) ALL CROSSINGS OF IRRIGATION PIPING AND POTABLE WATER LINES SHALL HAVE THE VERTICAL CLEARANCE VISUALLY VERIFIED AND THIS VERIFICATION MUST BE SHOWN ON THE AS-BUILT DRAWINGS BY DOCUMENTING THE VERTICAL MEASUREMENT SEPARATING THE PIPES.
- 7) THE VERTICAL SEPARATION BETWEEN THE POTABLE AND RECLAIMED WATER LINES SHALL BE A MINIMUM OF 18". THIS SEPARATION SHALL BE VERIFIED AND DOCUMENTED IN A SET OF AS-BUILT DRAWINGS AS PER SPECIFICATIONS. THE HORIZONTAL SEPARATION SHALL BE 5' CENTER TO CENTER AND 3' OUTSIDE TO OUTSIDE IF VERTICAL MINIMUM OF 18" IS NOT MET. REFER TO THE SPECIFIC CODE IF THESE SEPARATIONS CAN NOT BE MET.

SHEET KEY & NOTES:



900 WINDERLEY PLACE SUITE 325 | MAULANA, FLORIDA 32751 | P: 407.303.0152

ISSUED		
NO.	DESCRIPTION	DATE
1	Issued for Permit	02-16-2024
2	Issued for Permit	04-18-2024
3	Issued for Permit	06-11-2024

REVISIONS		
REV.	DATE	REVISION
Δ	04/18/2024	County Comments
Δ	06/11/2024	County Comments

Permit Documents

PROJECT NAME

W. Orange Blossom Trl.
Dutch Brothers Coffee

SHEET NAME

IRRIGATION
SPECIFICATIONS

LANDSCAPE ARCHITECT
DANIEL A. ROGERS, RLA
6666866

SCALE

AS SHOWN

DATE

JUNE 11, 2024

DRAWN

02.16.2024

JRM

SHEET NUMBER

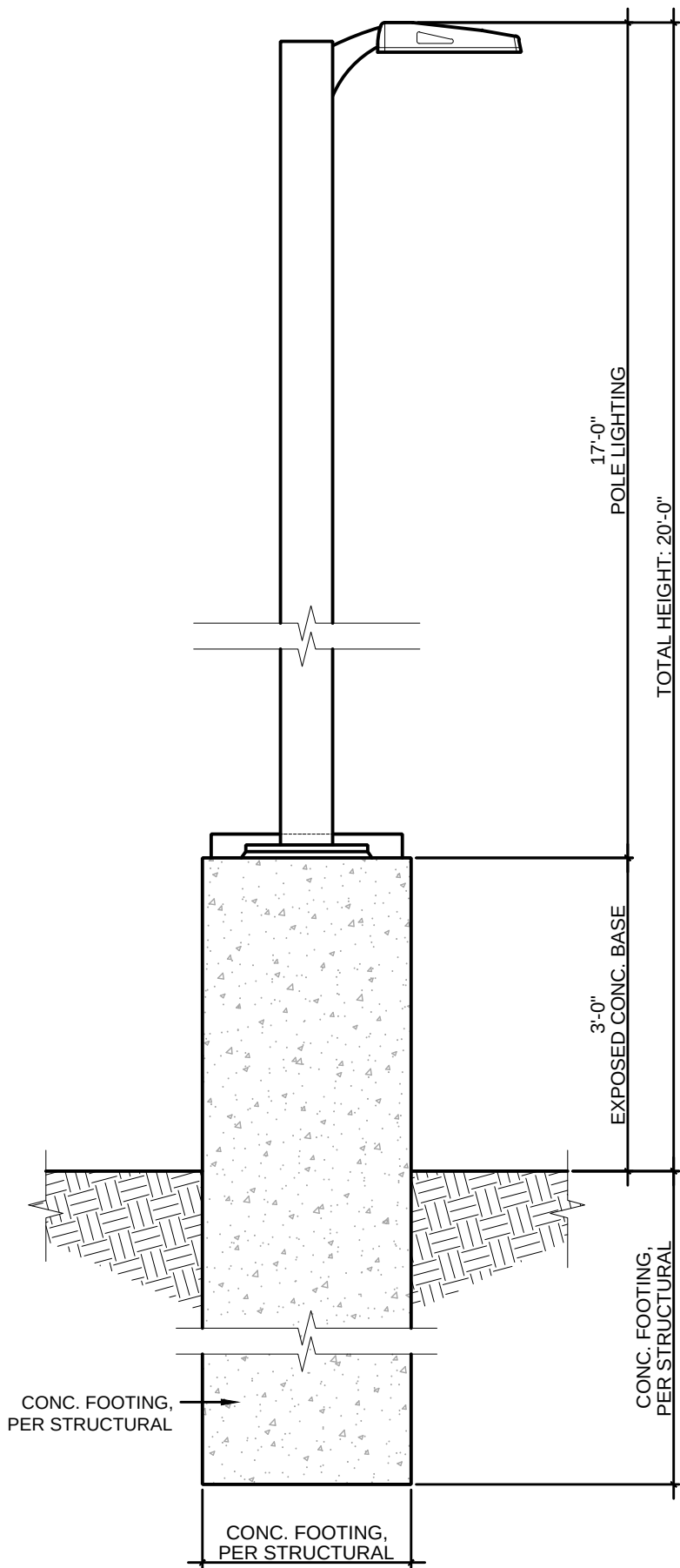
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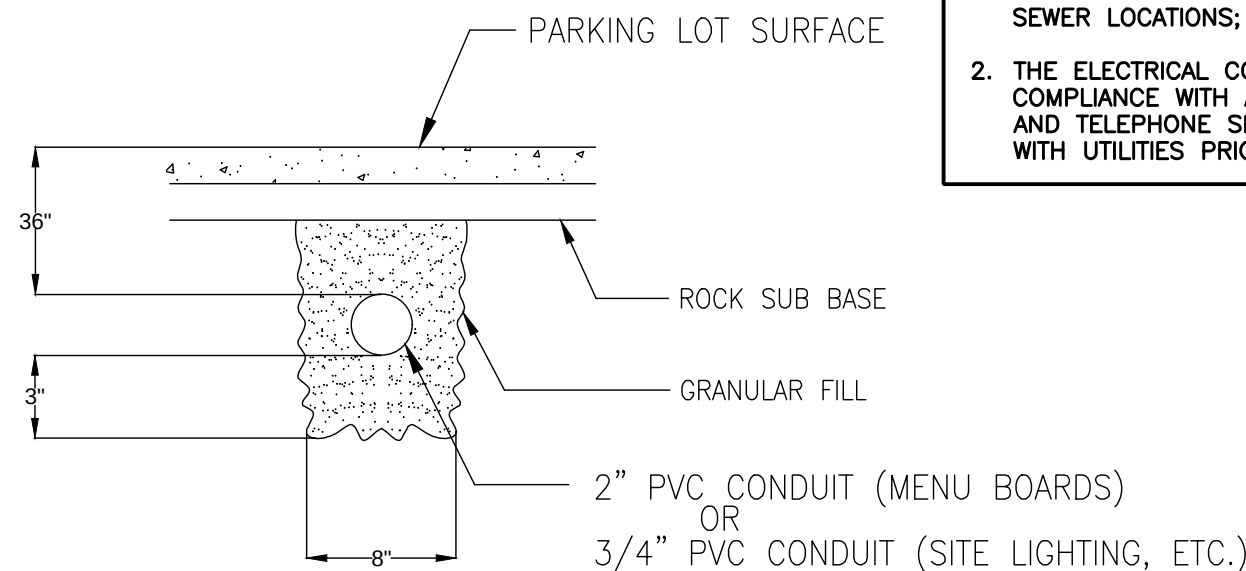
B

C

D



4 LIGHT POLE DETAIL
E0.01 SCALE: N.T.S.



3 TRENCHING DETAIL
E0.01 SCALE: N.T.S.

SYMBOL	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Quantity	Unit
P4	6		6	NLS Lighting	NV-1-T4-48L-1-40K-UNV-HSS	T4 OPTICS WITH BLACK HSS	9674	156
P5	2		2	NLS Lighting, LLC	NV-1-T5-48L-1-40K	T5 silicone optics	19335	156
L7	4		4	Self	NV-1-T5-48L-1-40K	CROWN-L90-27V 830_BA110	4200	40
L6	1		1	RAB LIGHTING INC.	WPLED26-WPLED26/D10 (WALLPACK) - ALED26-ALED26/D10 (AREA LIGHTER)	CAST FINNED METAL HOUSING, MACHINED METAL HEAT SINK, 1 CIRCUIT BOARD WITH 1 LED, MOLDED PLASTIC REFLECTOR WITH SEMI-SPECULAR FINISH, CLEAR FLAT GLASS LENS IN CAST BROWN PAINTED METAL FRAME.	3474	30
L9	8		8	DMF LIGHTING	DRD55-4R-10930	DRD55-4R-10930	1015	11.8

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Site	+	2.7 fc	14.6 fc	0.0 fc	N/A	N/A

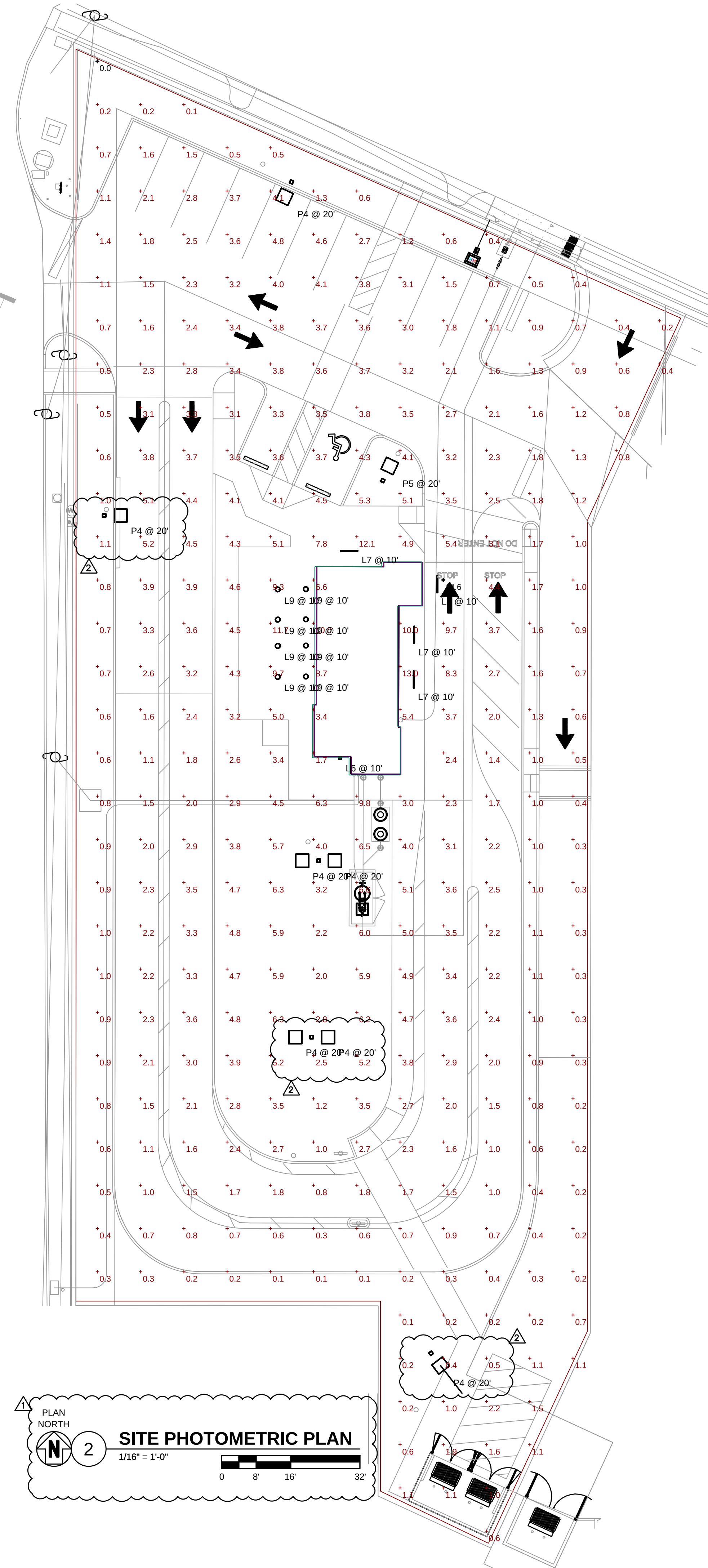
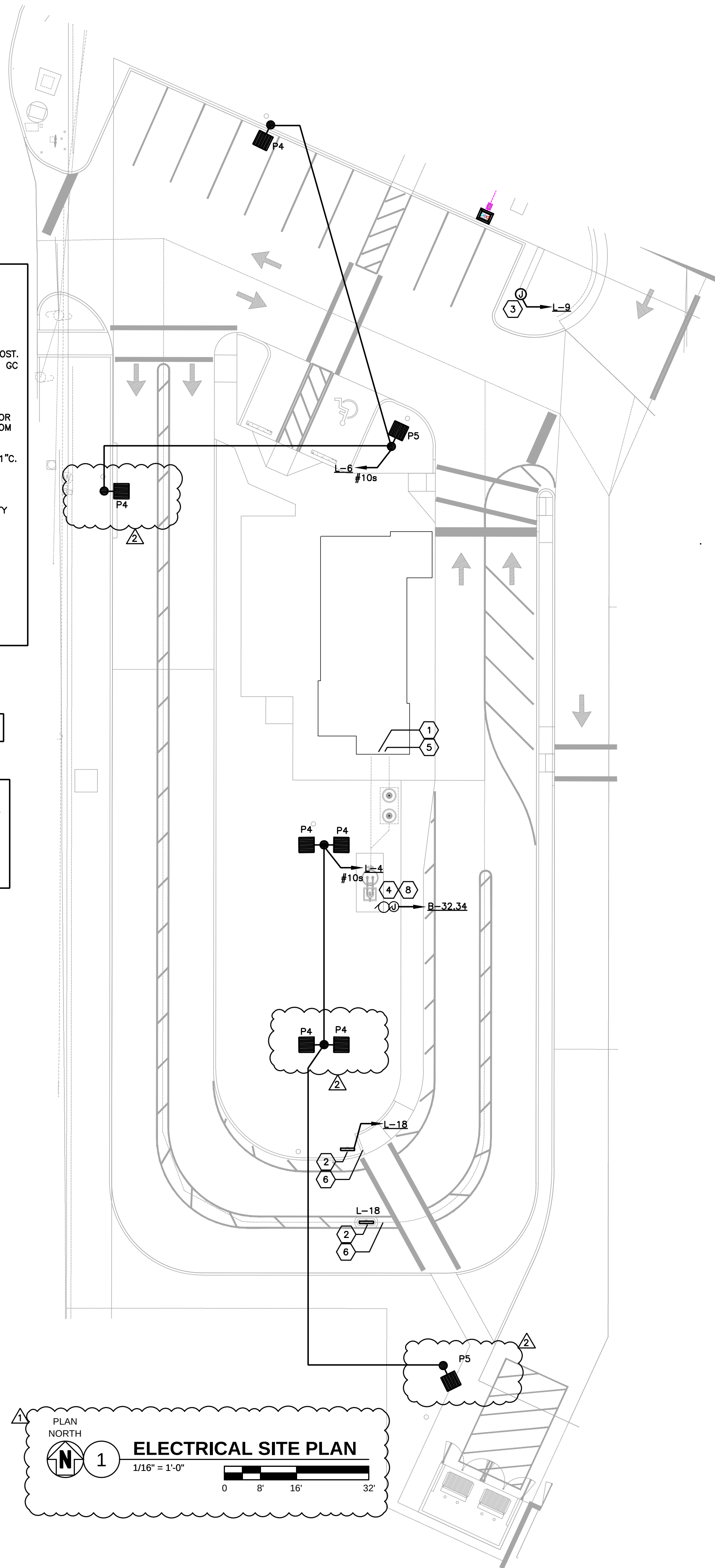
SITE NOTES
WATER LINES, CONDUITS FOR ELECTRICAL, OR OTHER UTILITIES SHALL BE LOCATED SO AS TO NOT CONFLICT WITH REQUIRED TREE LOCATIONS FOR STREETS AND PARKING LOTS.

- KEYED NOTES**
1. LOCATION OF UTILITY METER DISCONNECT SWITCH AND CT CABINET. REFER TO "RISER DIAGRAM" ON SHEET E3.01.
 2. PROVIDE 120V ELECTRICAL CONNECTION WITH (2)#8 & (1)#6G. IN 2" PVC ROUTED BELOW GRADE FOR DRIVE-THRU BACKLIT MENU BOARD PER MANUFACTURER'S INSTRUCTIONS. CONDUIT SHALL COME UP IN CENTER OF POST. SIGN COMPANY REPRESENTATIVE TO GIVE EXACT LOCATIONS/DIMENSIONS FOR GC TO MATCH. CONTRACTOR SHALL REPAIR EXISTING PARKING SURFACES FROM TRENCHING TO MATCH PREVIOUS CONDITIONS.
 3. PROVIDE 120V ELECTRICAL CONNECTION WITH (2)#8 & (1)#6G. IN 2" PVC ROUTED BELOW GRADE FOR NEW MONUMENT SIGN PER REPRESENTATIVE PRIOR TO ROUGH-IN. CONTRACTOR SHALL REPAIR EXISTING PARKING SURFACES FROM TRENCHING TO MATCH PREVIOUS CONDITIONS.
 4. EC TO PROVIDE POWER TO LIFT STATION PUMP WITH (3)#8 & (1)#10G. IN 1" C. VERIFY ALL REQUIREMENTS WITH MANUFACTURER PRIOR TO INSTALLATION.
 5. LOCATION OF CABLE INTERNET DEMARC
 6. PROVIDE 2" CONDUIT W/ PULL STRING 24" BEHIND MENU BOARD TO CHRISTY BOX FOR FUTURE DIGITAL MENU BOARD UPGRADE. COORDINATE W/ SIGN MANUFACTURER.
 7. PROVIDE 2" CONDUIT W/ PULL STRING TO CHRISTY BOX BETWEEN "CHOOSE LANE" DIRECTIONAL SIGNAGE AND CLEARANCE BAR FOR FUTURE DRIVE THRU SENSORS.
 8. EC TO PROVIDE BUCK BOOST TRANSFORMERS WITH 208V, 1ø, PRIMARY AND 240V, 1ø, 2 WIRE SECONDARY FOR GRINDER PUMP. EC TO VERIFY EXACT REQUIREMENTS WITH EQUIPMENT SUPPLIER PRIOR TO ORDERING.

MIN. DUTCH BROS REQUIREMENTS:
-SFTC AT BUILDING
-SFTC AT SITE/PARKING
-SFTC AT TRASH ENCLOSURE

SEE S1.3 FOR POLE BASE DETAIL

- GENERAL NOTES**
1. FOR UTILITY TRANSFORMER, TELEPHONE SERVICE, GAS, WATER, AND SANITARY SEWER LOCATIONS; SEE CIVIL SITE PLAN.
 2. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND COMPLIANCE WITH ALL UTILITY COMPANIES REQUIREMENTS. INCOMING POWER AND TELEPHONE SERVICES IS EXISTING TO REMAIN. VERIFY REQUIREMENTS WITH UTILITIES PRIOR TO INSTALLATION.



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Project No: FL1202
Dutch Bros Coffee
New Freestanding Store
1432W ORANGE BLOSSOM TRAIL
APOPKA, FL 32712
for: Dutch Bros Coffee
110 SW 4th St. Grants Pass, OR 97526

ISSUED FOR PERMIT :
02.06.2024

REV:	DATE:	DESCRIPTION:
01	04.05.24	REVISED PER CITY & SJRWMD RAI
02	07.11.24	REVISED PER CITY

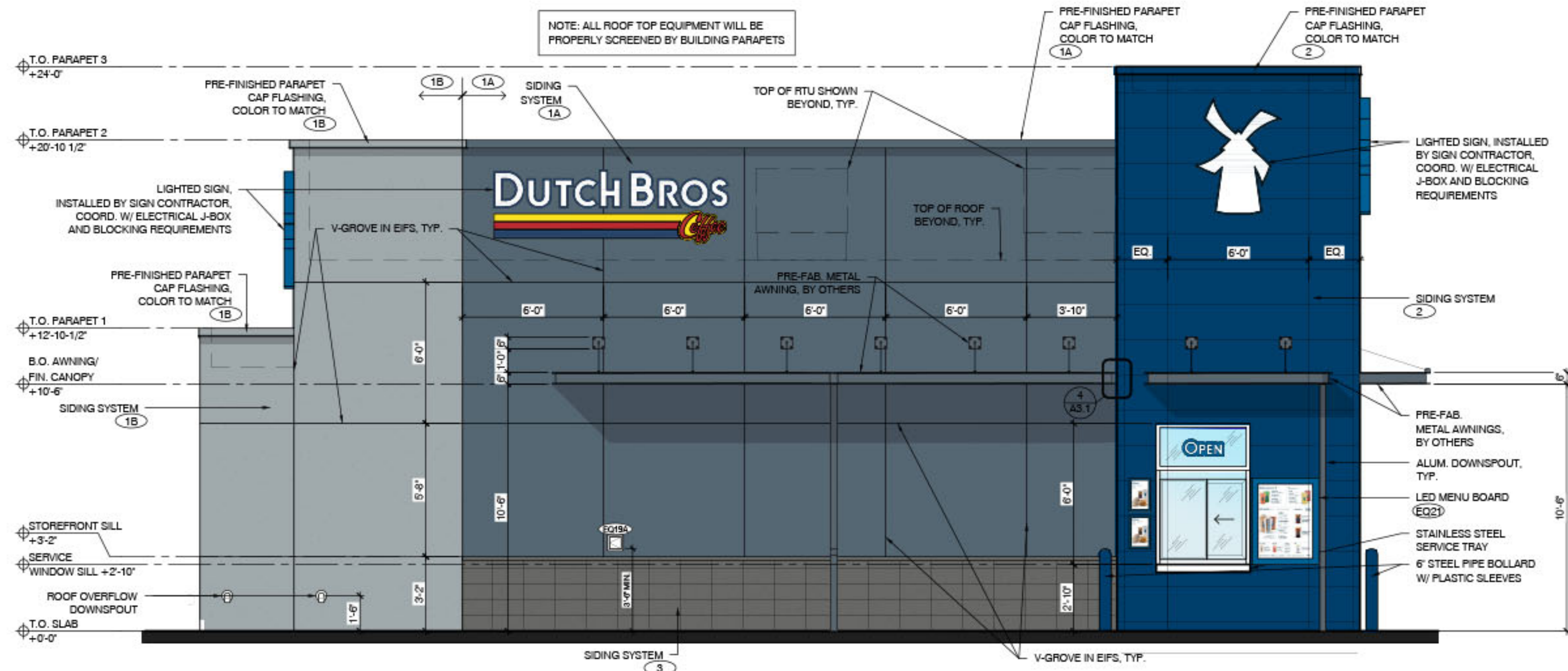
SHEET NAME:

ELECTRICAL
SITE & PHOTOMETRIC
PLAN

SHEET NUMBER:

E0.01

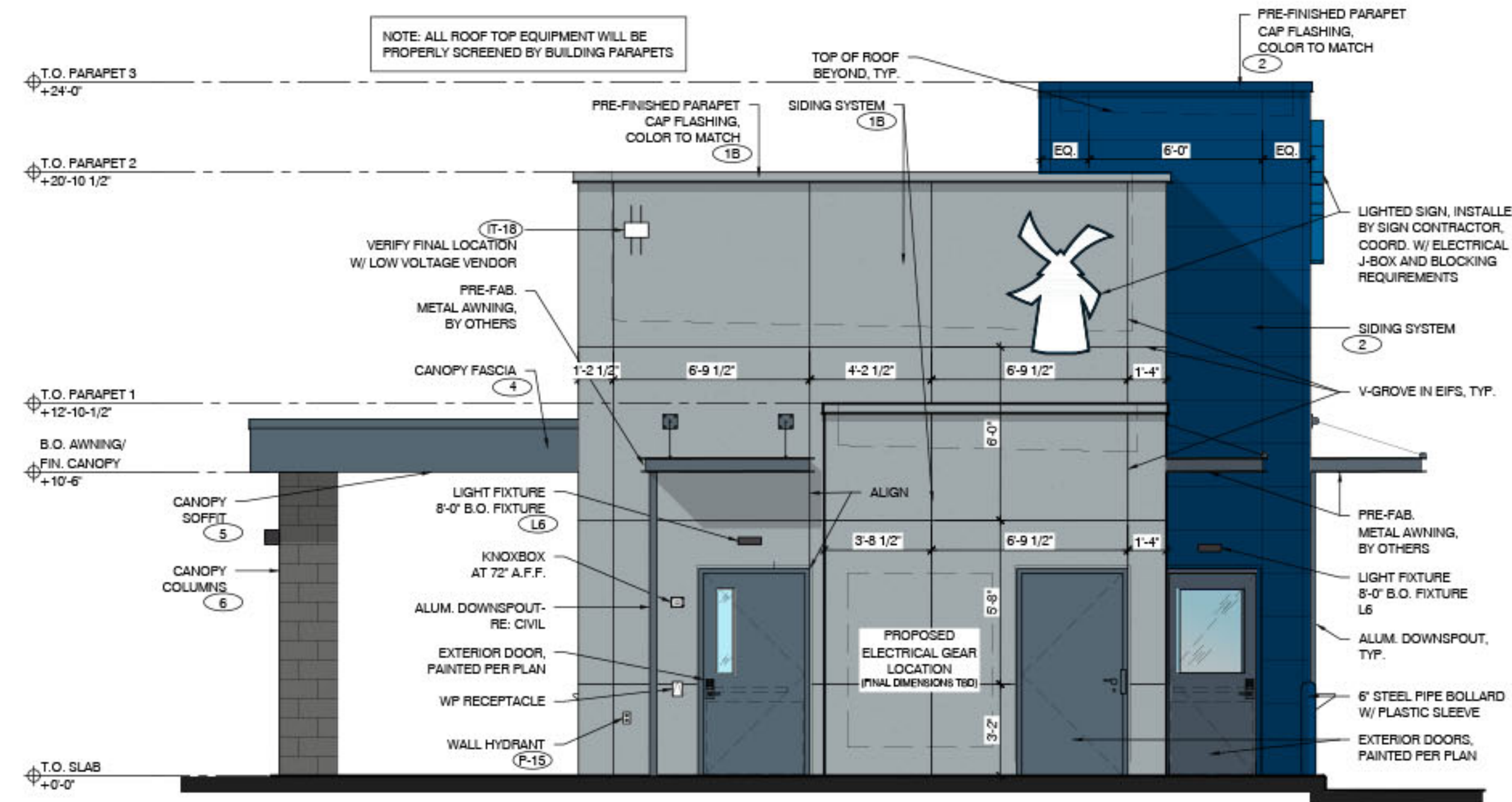
"The name DUTCHBROS, and all associated logos, distinctive design, content, information, and other materials heard, displayed, contained herein, and made available by Dutch Bros, including but not limited to, the "look and feel" of the establishments and products, all text, images, colors, configurations, graphics, designs, illustrations, photographs, and pictures (collectively, the "Materials") are owned by and/or licensed by DB Franchising USA, LLC and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and/or other laws."



4 EAST ELEVATION - DRIVE-THRU WINDOW
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION - WALK-UP WINDOW
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE - PROTOTYPICAL w/ CANOPY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	EIFS	DRYVIT	OUTSULATION EIF SYSTEM	COLOR: BLDG DB DARK GRAY
1B	EIFS	DRYVIT	OUTSULATION EIF SYSTEM	COLOR: BLDG DB LIGHT GRAY
ZONE 2 (TOWER)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION: AWP 1818 W/ MATCHING PANEL CORNERS	COLOR: BLDG DB BLUE
ZONE 3 (BASE)				
3	CMU VENEER	BASALITE	4x8x16, SPLIT FACE	COLOR: CHARCOAL - REVIEW FINAL COLOR SELECTION W/ DBC
	SILL	BASALITE	12x8x16, BEVELED CMU CAP	COLOR: CHARCOAL - RIPPED TO SIZE
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES: COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1x8, T&G, 1/8" REVEAL, SEALED
6	COLUMNS	BASALITE	4x8x16, SPLIT FACE	COLOR: CHARCOAL - REVIEW FINAL COLOR SELECTION W/ DB
NOTE: GC TO PROVIDE 3"x2" SMOOTH DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS; COLOR: BLDG DB DARK GRAY				



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EDIN CORALIC ARCHITECT
No. AR101278 - EXP. 2-28-2025



Project No: FL1202
Dutch Bros Coffee
New Freestanding Store
1432 W ORANGE BLOSSOM TRAIL
APOKA, FL 32712
for: Dutch Bros Coffee
110 SW 4th St. Grants Pass, OR 97526

ISSUED FOR PERMIT:
2.06.24

REV.	DATE	DESCRIPTION

SHEET NAME:

BUILDING ELEVATIONS

SHEET NUMBER:

A6.1

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City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 4.

Meeting Date: November 6, 2024

Department: Public Services

SUBJECT:

FY 24-25 Roadway Resurfacing Program

REQUEST:

City Council approval of the FY 24-25 Roadway Resurfacing Program.

SUMMARY:

FY 24-25 Roadway Resurfacing Program includes specific roadways throughout the City. The presentation summarizes roadways proposed to be Milled & Resurfaced, as well as those roadways proposed for Cape Seal/Micro Surface Treatment.

FUNDING SOURCE:

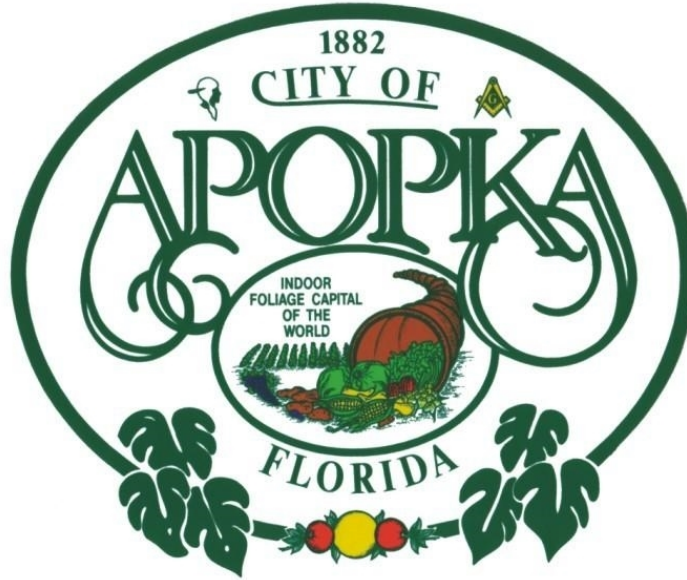
FY 24-25 Street Improvement Fund 101-3412-541-6303 of \$1,700,000

RECOMMENDED MOTION:

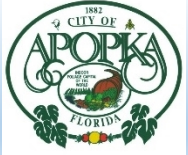
Approval of the FY 24-25 Roadway Resurfacing Program

ATTACHMENTS:

1. FY 24-25 Roadway Resurfacing Program Presentation

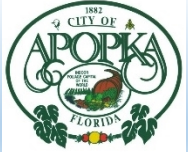


FY 24/25 Roadway Resurfacing Program



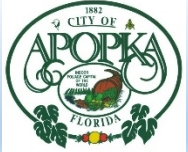
Outline

- Strategy used in FY 24/25 roadway selection
- Roadway statistics & pavement history
- Pavement treatment methodology
- Resurfacing treatment methodology
- List of selected roadways and rehabilitation method



Strategy Used in Selecting FY 24/25 Roadway Rehabilitation List

- This list included consideration of the October 2021 Pavement Condition Assessment Report
- Staff field-verified each roadway with respect to severity of distress and deficiencies
- Citizen inquiries were evaluated and included where applicable
- Allocated funding



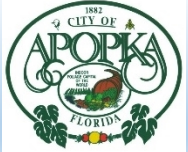
FY 24/25 – Recommended List for Pavement Improvements

Roadway Statistics & Pavement History

	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Roadway Mileage	197	202	204	218
New Roadway Added Mileage	6	5	2	14
Total Resurfaced Mileage	4	11	12	8.5
Cold in Place Mileage	0	1.6	0	1
Mill & Overlay Mileage	4	7	5	1.5
Cape Seal / Micro Mileage	0	2	7	6
Funding allocated	\$800,000	\$3,000,000	\$3,000,000	\$2,000,000

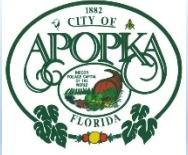
Note:

- 1. FY 20/21 – Many of these roads were long term repairs, \$800,000 for routine resurfacing.
- 2. FY 21/22 – Coronavirus Funding Approximate \$1M – Yothers Rd (Cold n Place), \$2M for routine resurfacing.
- 3. FY 22/23 – Coronavirus Funding Approximate \$1M – Northwest Recreation Park (Mill & Overlay and Cape Seal), \$2M for routine resurfacing.
- 4. FY 23/24 – No Coronavirus funding – \$2M for routine resurfacing.
- 5. Industry life span for roadway life, 12 years for collector roads & 15 years for local roadway. Many variation can affect the life span of the road.



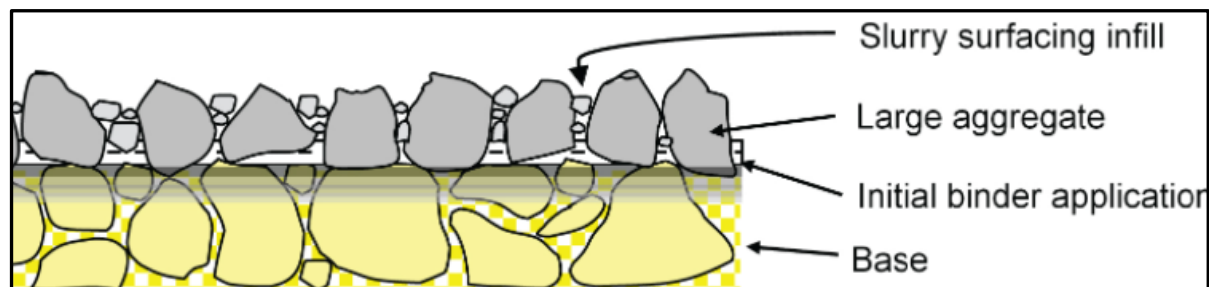
Pavement Treatment Methodology

- Based on severity of pavement distress, Potholes, various types of cracking, as well as Funding
- Pavement Treatment Selected For FY 24/25 are:
 - Mill & Overlay - Structural Asphalt Method
 - Cape Seal/Microsurface - Non-Structural Method
- Brief Overview of the Treatment Methods
 - Mill & Overlay - Structural Asphalt Method
 - Cape Seal/Microsurface

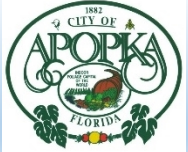


FY 24/25 – Recommended List for Pavement Improvements

Cape Seal Process



Cape seal is a surface treatment in which the existing pavement surface is sprayed with emulsified asphalt, immediately covered with aggregate, rolled, and then a final coat of either fog seal, slurry seal, or microsurface is added. Cape seals provide skid resistance, sealing the pavement against moisture intrusion, protecting the pavement structure from further oxidation and raveling, and restoring a uniform black appearance.



FY 24/25 – Recommended List for Pavement Improvements

Mill and Overlay Process



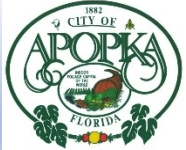
- 1" to 1.5" of existing pavement is milled and removed
- Area then swept and tack coat applied



Asphalt Placed

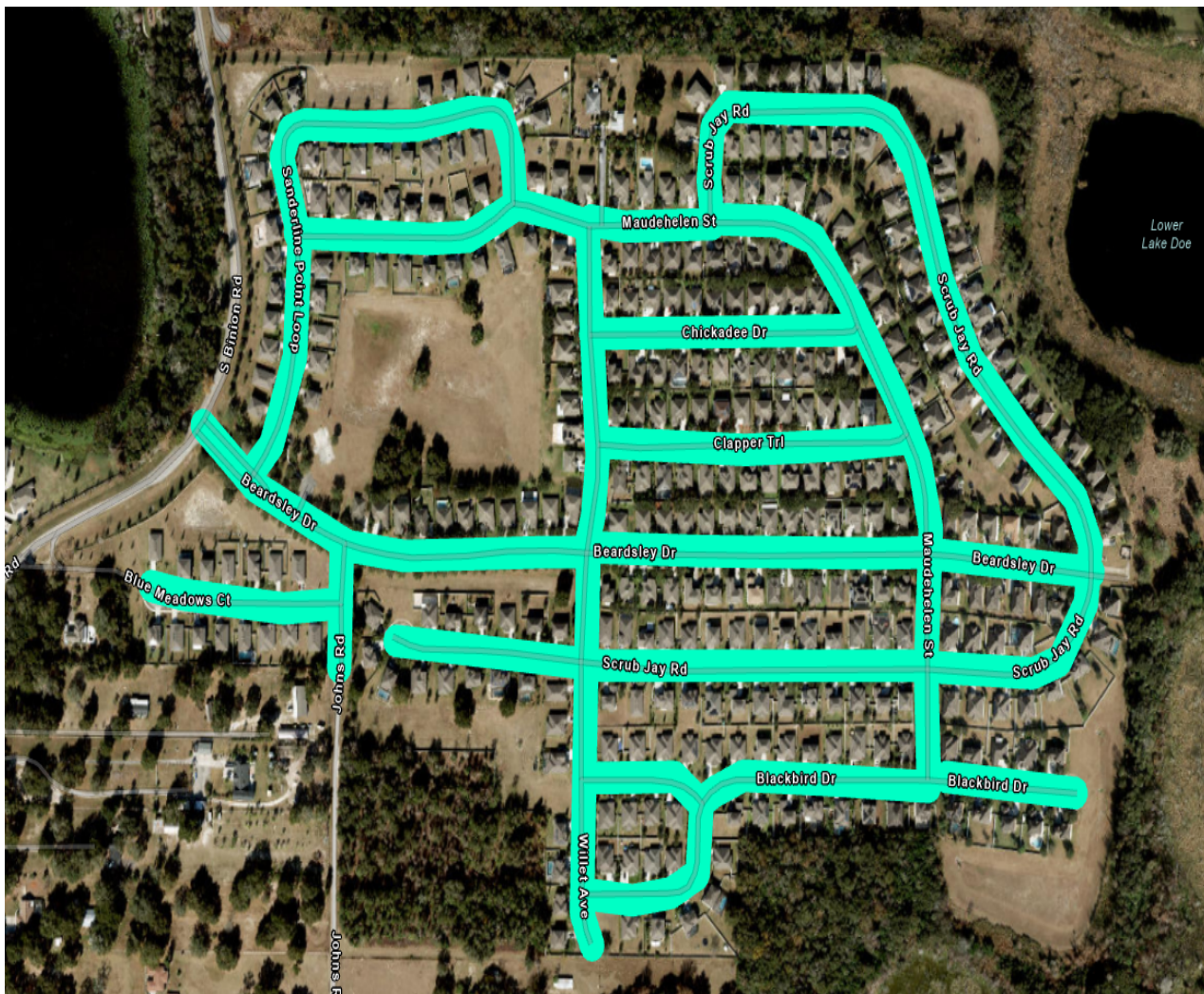


Surface rolled

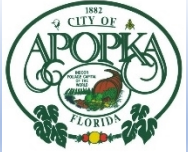


FY 24/25 – Recommended List for Pavement Improvements – **Mill & Overlay**

Meadows Maude Helen Sub-division



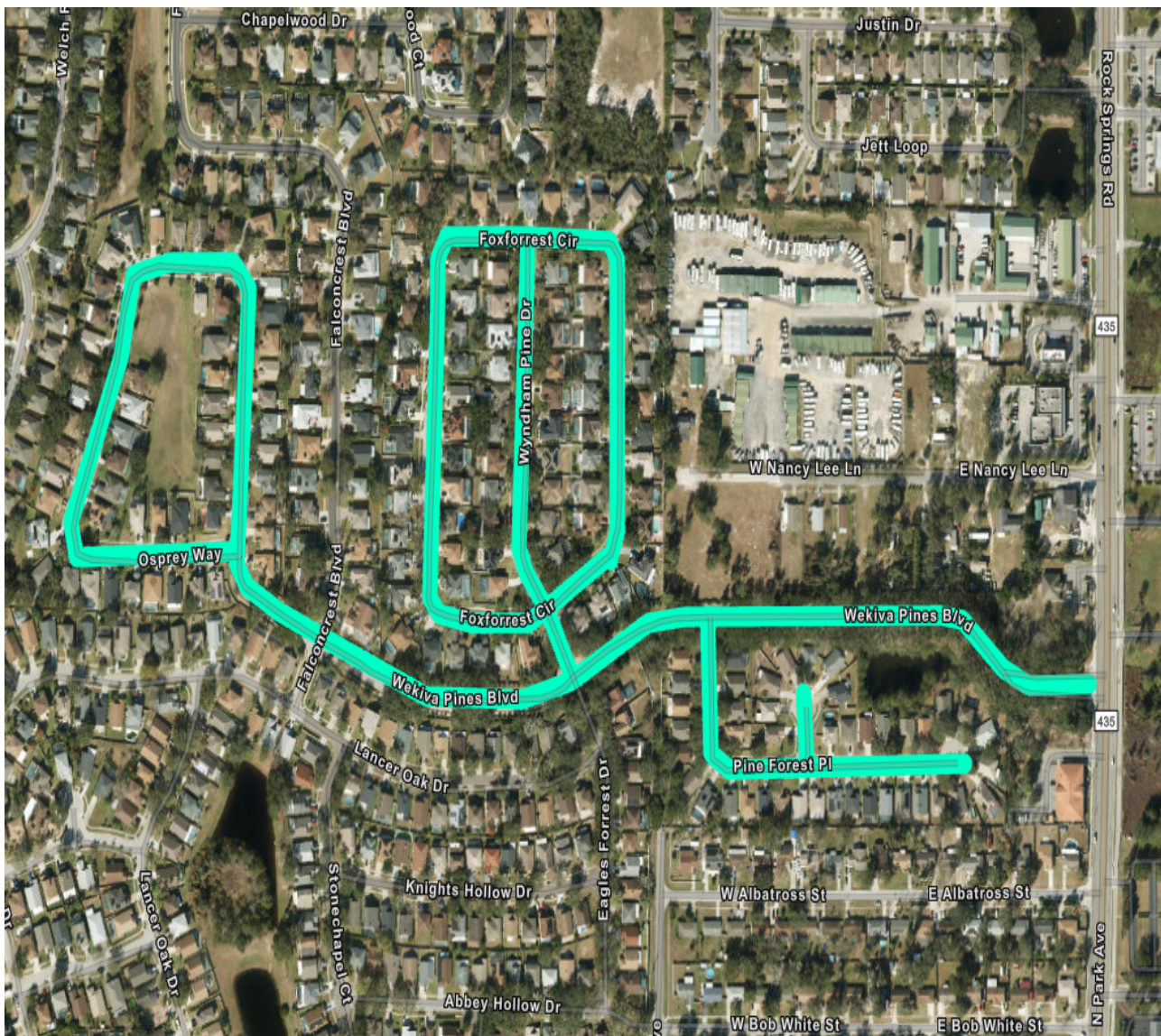
- **Blue Meadows Ct** (Johns Rd to End)
- **Johns Rd** (Beardsley Dr to End)
- **Beardsley Dr** (From S Binion Rd to Scrub Jay Rd)
- **Sanderline Point Loop** (From Beardsley Dr to Maudehelen St)
- **Maudehelen St** (From Sanderline Point Loop to Blackbird Dr)
- **Scrub Jay Rd** (From Maudehelen St to End)
- **Willet Ave** (From Maudehelen St to End)
- **Chickadee Dr** (From Willet Ave to Maudehelen St)
- **Clapper Trl** (From Willet Ave to Maudehelen St)
- **Scrub Jay Rd** (From Willet Ave to Maudehelen St)
- **Blackbird Dr** (From Willet Ave to End)
- **White Bird Way** (From Willet Ave to Blackbird Dr)
- **Miles (4.3)**
- **Total Cost = \$937,237.49**

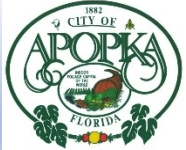


FY 24/25 – Recommended List for Pavement Improvements – **Mill & Overlay**

Pines of Wekiva Sub-division

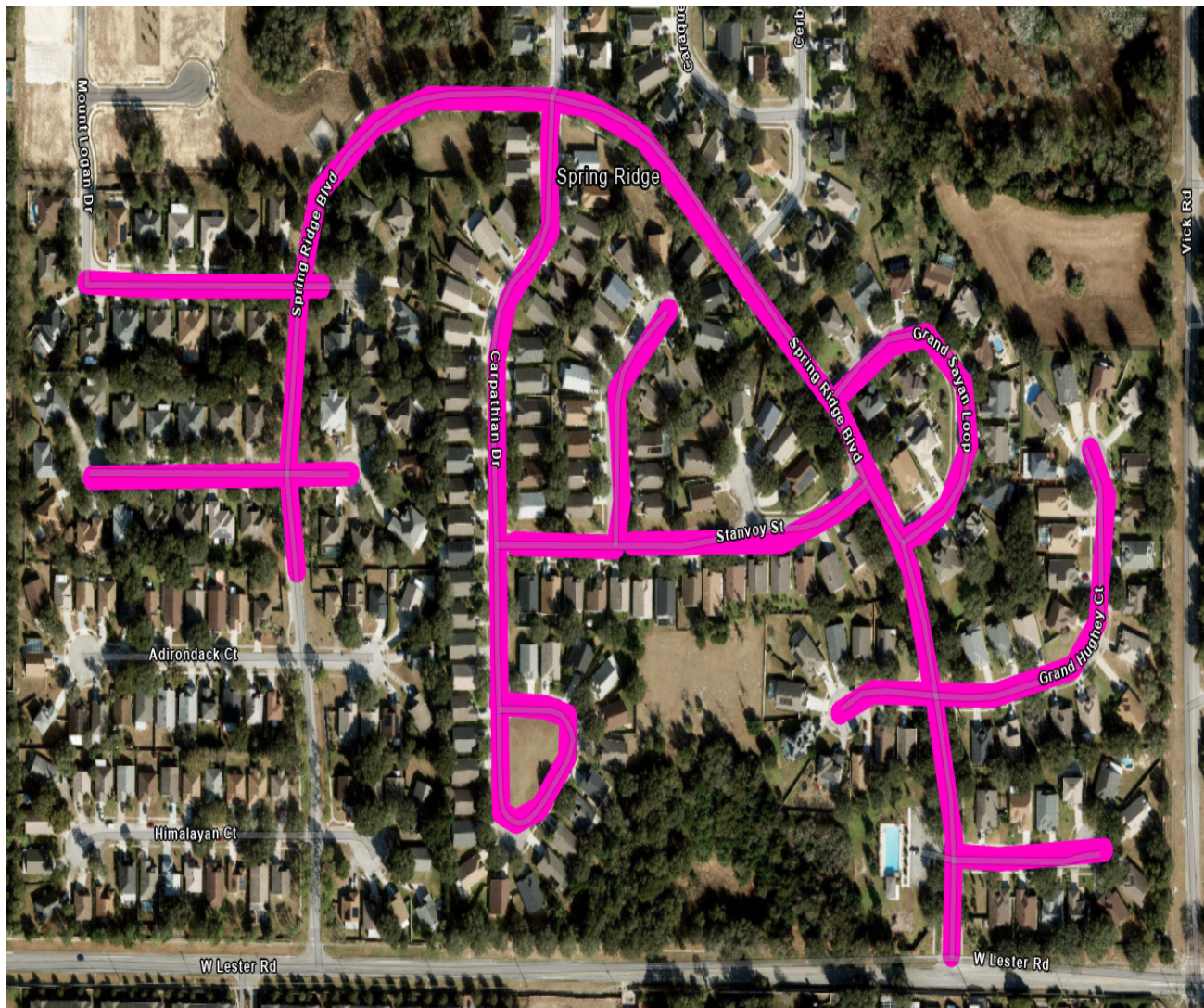
- **Wekiva Pines Blvd** (From Osprey Way to Rock Springs Rd)
- **Pine Forest Pl** (From Wekiva Pines Blvd to End)
- **Pineview Pl** (From Pineforest Pl to End)
- **Wyndham Pine Dr** (From Wekiva Pines Blvd to Foxforrest Cir)
- **Foxforrest Cir** (From Wyndham Pine Dr to Wyndham Pine Dr)
- **Osprey Way** (From Wekiva Pines Blvd to Loop)
- **Miles (2.1)**
- **Total Cost = \$424,013.91**



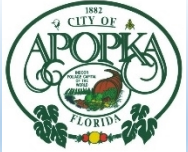


FY 24/25 – Recommended List for Pavement Improvements – **Cape Seal / Microsurface**

Spring Ridge Sub-division



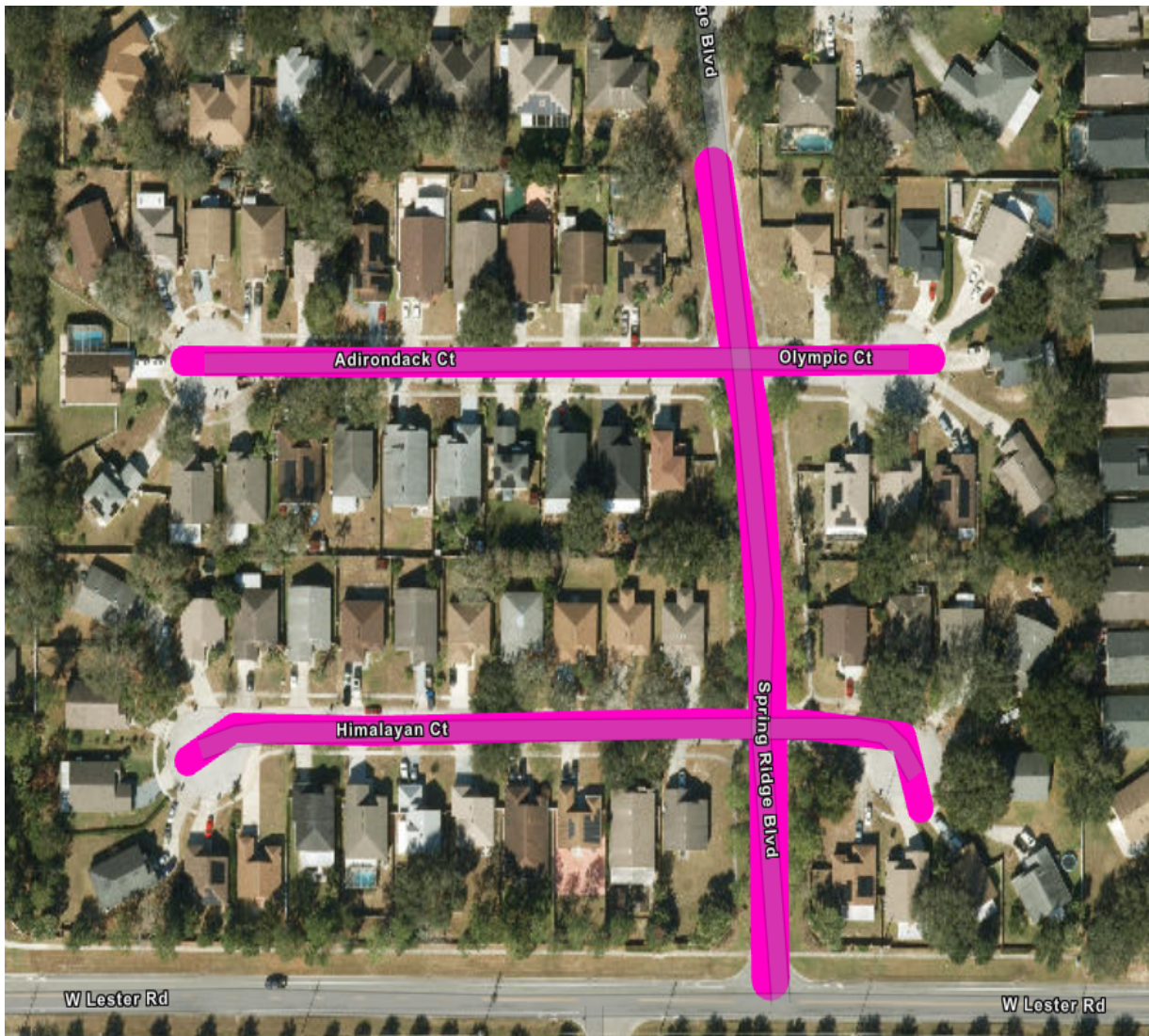
- **Spring Ridge Blvd** (From Mt Rainier Ct to W Lester Rd)
- **Mt McKinley Ct** (From Spring Ridge Blvd to End)
- **Mount Ranier Ct** (From Spring Ridge Blvd to End)
- **Mt Logan Dr** (From Spring Ridge Blvd to End of old)
- **Mount Baker Ct** (From Spring Ridge Blvd to End of old)
- **Carpathian Dr** (From Spring Ridge Blvd to End)
- **Stanvoy St** (From Spring Ridge Blvd to Carpathian Dr)
- **Kilamanjaro Ct** (From Stanvoy St to End)
- **Koryak Ct** (From Stanvoy St to End)
- **Grand Sayan Loop** (From Spring Ridge Blvd to Spring Ridge Blvd)
- **Khingan Ct** (From Spring Ridge Blvd to End)
- **Grand Hughey Ct** (From Spring Ridge Blvd to End)
- **Kamchatka Ct** (From Spring Ridge Blvd to End of old)
- **Miles (1.87)**
- **Total Cost = \$236,182.22**

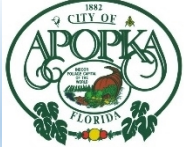


FY 24/25 – Recommended List for Pavement Improvements – **Cape Seal / Microsurface**

Pines of Wekiva Sub-division

- **Adirondack Ct** (From Spring Ridge Blvd to End)
- **Olympic Ct** (From Spring Ridge Blvd to End)
- **Himalayan Ct** (From Spring Ridge Blvd to End)
- **Ozark Ct** (From Spring Ridge Blvd to End)
- **Spring Ridge Blvd** (From W Lester Rd to Olympic Ct)
- **Miles (.28)**
- **Total Cost = \$25,216.79**

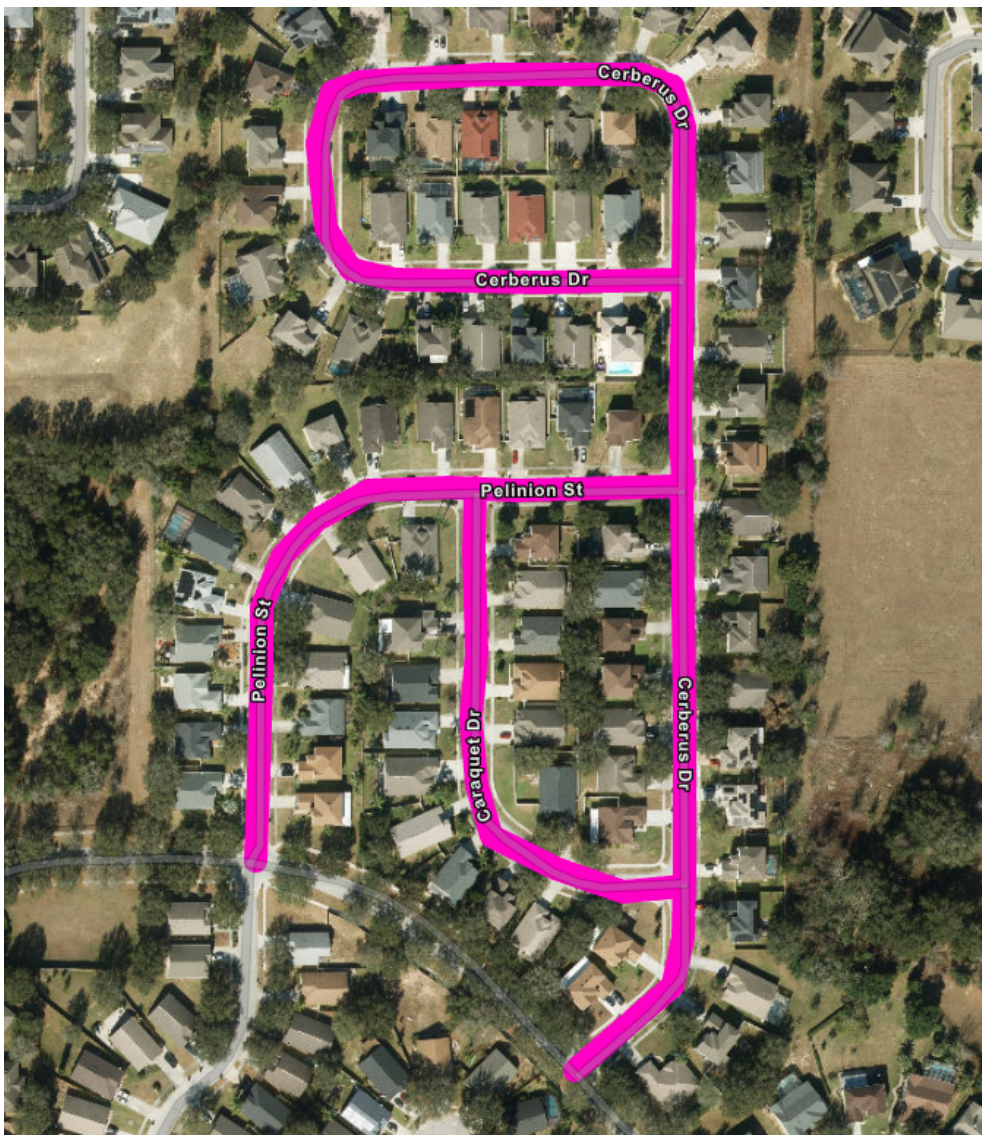


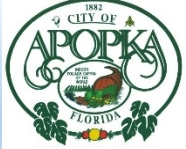


FY 24/25 – Recommended List for Pavement Improvements – Cape Seal / Microsurface

Pines of Wekiva Sub-division

- **Pelinion St** (From Spring Ridge Blvd to Cerberus Dr)
- **Caraquet Dr** (From Pelinion St to Cerberus Dr)
- **Cerberus Dr** (From Spring Ridge Blvd to Cerberus Dr)
- **Miles** (.89)
- **Total Cost** = \$77,349.59

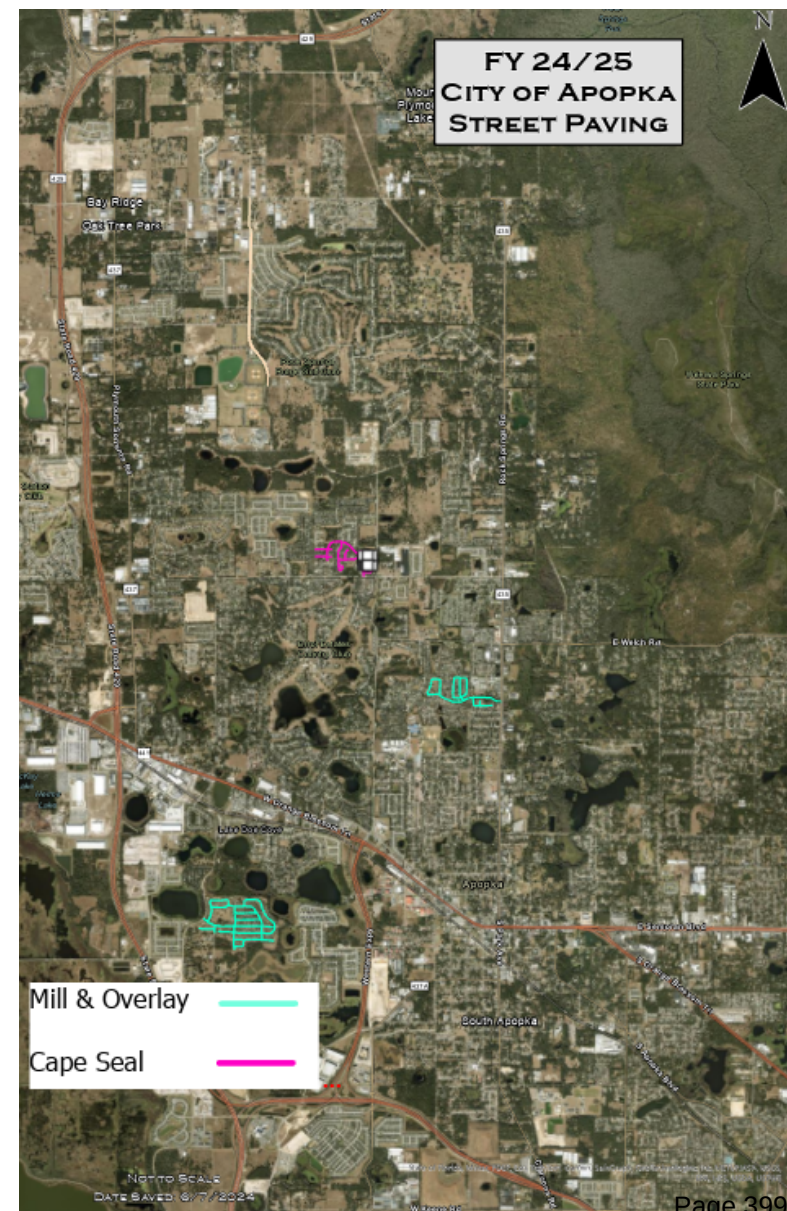


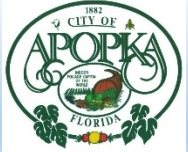


FY 24/25 – Recommended List for Pavement Improvements – Summary

In Summary

- **Cape Seal / Micro Surfacing**
 - 3 Miles
 - \$338,748.60
- **Mill & Overlay**
 - 6.4 Miles
 - \$1,361,251.40
- **Total Miles and Cost**
 - 9.4 Miles
 - \$1,700,000.00
- **Budget approved for FY 24/25**
 - \$1,700,000.00

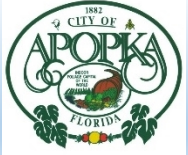




FY 24/25– Recommended List for Pavement Improvements – Council Action

☐ **Council Action Request**

- Approve The FY 24/25 Paving Program Roadway List
- FY 24/25 Approved Budget: \$1,700,000.00



FY 22-23 – Recommended List for Pavement Improvements

Questions?



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 1.

Meeting Date: November 6, 2024

Department: Community Development

SUBJECT:

Ordinance No. 3075 - Second Reading - Amendment to the Land Development Code to allow outdoor recreation in the MU-D and C-COR zoning districts

REQUEST:

Adopt Ordinance No. 3075, amendment to Principle Use Table, Section 4.2.2.C.

SUMMARY:

City staff has been approached by a property owner in the MU-D (Mixed-Use Downtown) area of the City who has expressed interest in developing a pickleball court on their property. Pickleball is classified as outdoor recreation, and is not a permitted use within the MU-D and/or the C-COR (Commercial Corridor) zoning districts. Staff has prepared an amendment to Land Development Code, Section 4.2.2.C, Principle Use Table to permit outdoor recreation as a permitted use in both the MU-D and C-COR zoning districts. Outdoor recreation is a permitted use in the AG (Agriculture), RMF (Residential Multifamily), C-C (Community Commercial), C-R (Regional Commercial), I-L (Light Industrial), MU-ES-GT (Mixed Use East Shore Gateway), and MU-ES-RTE (Mixed Use East Shore Research Technology Education) zoning districts.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Development Review Committee: The Development Review Committee (DRC) recommends approval of Ordinance No. 3075, amendment to Principle Use Table, Section 4.2.2.C, Land Development Code.

Planning Commission: At the October 8, 2024 meeting, the Planning Commission unanimously recommended approval of Ordinance No. 3075, amendment to Principle Use Table, Section 4.2.2.C, Land Development Code.

City Council: On October 16, 2024, the City Council unanimously accepted First Reading of Ordinance No. 3075, amendment to Principle Use Table, Section 4.2.2.C, Land Development Code and hold it over for second reading and adoption.

Recommended Motion - City Council: Adopt Ordinance No. 3075.

ATTACHMENTS:

1. Ordinance Number 3075
2. Advertisement September 27
3. Advertisement October 4

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ORDINANCE NO. 3075

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA BY AMENDING PART III – LAND DEVELOPMENT CODE; ARTICLE 4 – USE REGULATIONS, SECTION 4.2 PRINCIPAL USES, TABLE 4.2.2.C. PRINCIPAL USE TABLE TO ALLOW RECREATION FACILITY, OUTDOOR AS A PERMITTED USE IN THE C-COR (CORRIDOR COMMERCIAL DISTRICT) AND MU-D (MIXED-USE DOWNTOWN) ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND SETTING AN EFFECTIVE DATE.

WHEREAS, Section 166.021(3), *Florida Statutes*, provides, in pertinent part, that “[t]he Legislature recognizes that pursuant to the grant of powers set forth in Section 2(b), Art. VIII of the State Constitution, the legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the state legislature may act” except for certain very limited matters; and

WHEREAS, the City of Apopka Land Development Code requires amending periodically to include needed amendments to protect the health, safety, and welfare of all persons in the City; and

WHEREAS, City of Apopka Code of Ordinances, Florida, Part III – Land Development Code regulates the development and uses within the City of Apopka; and

WHEREAS, the City’s Planning Commission has determined that this Ordinance is consistent with the City’s Comprehensive Plan and provided its recommendation to City Council; and

WHEREAS, the City Council of the City of Apopka, Florida, has determined that it is in the best interests of the health, safety, and welfare of its citizens, to update the Land Development Code’s Principal Use Table to allow “Recreational facility, outdoor” as a permitted use in the C-COR (Corridor Commercial District) and MU-D (Mixed Use Downton) zoning districts.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

SECTION I: LEGISLATIVE FINDINGS. The foregoing recitals are hereby adopted as the legislative findings of the City Council of the City of Apopka, Florida.

SECTION II: PRINCIPAL USE TABLE AMENDMENT. Part III, Article 4: Use Regulations, Section 4.2 Principal Uses, 4.2.2.C Principal Use Table – of the Land Development Code, Code of Ordinances of the City of Apopka is hereby amended to allow “Recreational facility, outdoor” as a permitted use in the C-COR (Corridor Commercial District) and MU-D

ORDINANCE NO. 3075

PAGE 2

(Mixed Use Downton) zoning districts as shown in Exhibit “A” attached hereto and a made part hereof.

NOTE: Within Exhibit “A,” underlined words constitute additions to the City of Apopka’s Code of Ordinances, ~~strike through~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

SECTION III: CODIFICATION. The amendments shown within Exhibit “A” of this ordinance shall be included and incorporated into the Code of Ordinances of the City of Apopka, as additions or amendments thereto.

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

SECTION IV: CONFLICTS. All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION V: EFFECTIVE DATE. This Ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of _____, 2024.

READ FIRST TIME:

READ SECOND TIME AND
ADOPTED:

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

Cliff Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: September 27, 2024, October 4, 2024

Exhibit "A"

Table 4.2.2.C: Principal Use Table
P = permitted use
A = allowed use in a PD district if approved as part of a PD Plan
S = allowed with approval of special exception
Blank cell = use is prohibited

Principal Use Category	Principal Use Type	Agricultural & Transitional Districts		Residential Districts							Commercial Districts					Industrial Districts		Special Purpose Districts							Planned Development District	Use-Specific Standards
		AG	T	RCE	RSF-1A	RSF-1B	RTF	RMF	RMU	MHP	C-N	C-C	O	C-COR	C-R	I-L	I-H	MU-D	MU-ES			INST	PR	AIR	PD	
																		NM	GT	RTE						
Entertainment Uses	Arena, stadium, or amphitheater														S		P				S	S		A	4.2.3.E.5.a	
	Cinema								P		S	P		P	P		P	P	P	P				A		
	Country club	P		P	P	P						P			P									A		
	Golf course	P	P	P	P	P	P	P							P					P		P		A		
	Golf driving range	P		P								P			P					P		P		A		
	Nightclub								P		S	P		P	P		P	P						A		
	Performance arts theater								P		S	P		P	P		P	P	P		P			A		
	Recreation facility, indoor								P			P		P	P	P	P	P	P			P		A		
	Recreation facility, outdoor	P					S	P	S			P		P	P		P		P	P		P		A	4.2.3	

Youth essay contest celebrates city’s 142nd birthday

To celebrate the upcoming 142nd birthday of the city of Apopka, middle school aged youth are invited to participate in an essay contest. The submission deadline is Friday, October 4, at 5 p.m.

The city is asking middle school-aged youth in Apopka and surrounding communities to write an essay about the city of Apopka seal. The city’s seal contains symbolism and meaning which speak to the rich heritage, history and culture of Apopka. The essay should identify some or all of these symbols, why they are important and what they mean to them.

Essay guidelines

- *Essay length should be 600 words or less.
- *Must be a middle school student in Apopka or the surrounding area.
- *Contestants are strongly urged to utilize the Apopka Museum in their research.

Additional details

First, second, and third place prizes will be awarded. Winner will be announced at the Wednesday, October 16, City Council meeting.

Students who are unable to submit their essay online may submit their essay at Apopka City Hall during City Hall business hours. Include the name, address, and phone number of the participant.

For any questions, contact Stephen Cribb at SCribb@Apopka.net.

Helene: Updates found on city website

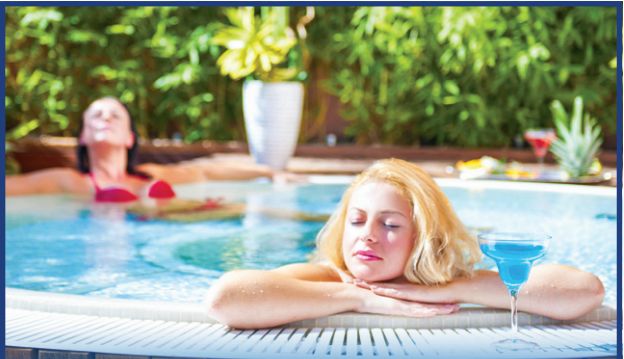
Continued from page 1A

No trash collection

There was no solid waste collection on Thursday, September 26; however, garbage pickups will not be made up. Customers that are collected on Thursday will get their next usual pickup on Monday.

For yard waste and bulky pickups, the city resumed Thursday pickups on Friday and will work into the weekend to try to catch up. The city said that all yard waste and bulky pickups may be on a delayed schedule for several days.

Visit the city’s Alert Center at Apopka.gov for updates and storm news. Visit the city’s hurricane for additional storm information, Apopka.gov/Hurricane.



INCREASE THE VALUE OF YOUR HOME WITH NATURAL GAS AND SAVE MONEY.

At Lake Apopka Natural Gas, we're helping families connect to affordable, reliable, and efficient natural gas, with appliances that pay dividends for years to come. Studies show a home with natural gas has a **6% greater resale** value than an all-electric home.

 **Know what's below. Call before you dig.**

 **Lake Apopka Natural Gas District**

www.langd.org 407-656-2734 ext. 307

ELECT





Vicki Vargo

for Orange County Soil & Water Conservation District 2

Committed to Conservation, Community, Agriculture and Waterways

- Helped save Ben White Raceway, now known as Trotters Park, from development
- Serving on Board of Directors for Central Florida Fair for 24 years and counting
- Homestead in Wekiva River Watershed Basin for 35 years
- University of Florida Levin College of Law
- Raised on Lake Michigan and has profound respect for our natural resources
- Raised and worked on family-owned blueberry farm in Michigan, still in operation today
- University of South Florida Business Administration with an emphasis in Finance

TUESDAY, NOVEMBER 5

Polls open at 7 a.m. and close at 8 p.m.



 **VickiVargoforSoilandWater** | vickivargoforsoilandwater.com

Paid for and approved by Vicki Vargo for Orange County Soil & Water Conservation District 2

CITY OF APOPKA PUBLIC HEARING NOTICE SPECIAL EXCEPTION

NOTICE is hereby given that **Tara Tedrow** has made an application, in accordance with Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 4.2.2.C to the City of Apopka Planning Commission for a **SPECIAL EXCEPTION TO ALLOW THE USE OF AN OUTDOOR STORAGE AS A PRINCIPAL USE IN THE I-L (LIGHT INDUSTRIAL) ZONING DISTRICT.**

This application relates to the following described property located at 100 Hermit Smith Road:



Parcel Identification Number(s): 01-21-27-0000-00-080
Contains: 4.15 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing to consider the Special Exception request at its scheduled meeting in the City Council Chambers of the Apopka City Hall on **Tuesday, October 8, 2024, beginning at 5:30 P.M.**, or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearing to speak. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at 120 East Main Street, Apopka, Florida 32703; Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

September 27, 2024
Publish: The Apopka Chief

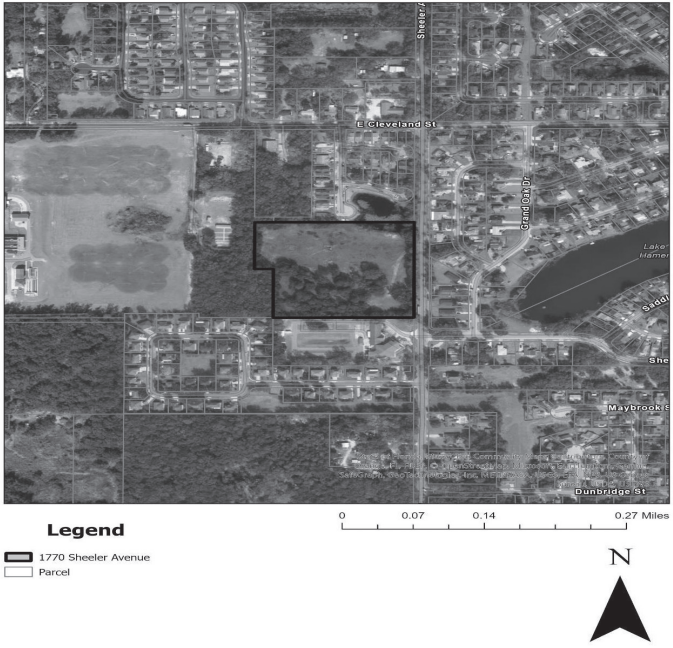
Apopka Planning Commission
Community Development Department

177407

CITY OF APOPKA PUBLIC HEARING NOTICE CHANGE OF ZONING

NOTICE is hereby given pursuant to Sec. 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Brent Lenzen P.E., Kimley Horn** has made application relating to the following described property.

ORDINANCE NO. 3082
AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM RSF-1B (RESIDENTIAL SINGLE FAMILY - LARGE LOT) TO RTF (RESIDENTIAL TWO FAMILY), FOR PROPERTY LOCATED 1770 SHEELER AVENUE; OWNED BY SHEELER DEVELOPMENT LLC COMPRISING 9.92 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 22-21-28-0000-00-143
Contains: 9.92 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, October 8, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3082 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, November 6, 2024 beginning at 1:30 P.M.** or soon thereafter.

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

September 27, 2024
Publish: The Apopka Chief

Apopka City Council
Apopka Planning Commission
Community Development Department

177411

Onset of Tropical Storm Helene causes strategic placement of workers

ST. PETERSBURG, Fla. – Duke Energy Florida is readying 8,000 workers to respond to Tropical Storm Helene. As the storm approaches, these skilled individuals are being strategically placed across the state, enabling them to respond as quickly as possible to widespread power outages that are expected as a result of strong winds and heavy rainfall.

The company is also sending crews from Duke Energy’s Midwest operations in Kentucky, Ohio and Indiana. Responders include power line technicians, vegetation workers, damage assessors and support personnel.

Trucks will begin arriving at Tropicana Field, St. Petersburg College Tarpon Springs, The Villages and Suwannee Valley Farmer’s Market later this afternoon. Staging locations are positioned along the outside of Helene’s projected path, but as close to the impacted areas as possible. Crews are prepared to start power restoration as soon as conditions are safe.

“As soon as conditions allow, our dedicated team will be on the ground, carefully assessing the damage and working tirelessly to get the lights back on for our customers,” said Todd Fountain, Duke Energy Florida storm director. “In

the meantime, our customers should continue to prepare for this rapidly moving storm and remain vigilant in the days ahead.”

Duke Energy Florida urges its more than 2 million customers to consider the following safety tips:

- *Do not walk, swim or drive through floodwaters.
- *If rising water threatens your home or business – or if you evacuate due to flooding – turn off your power at the circuit breaker panel or fuse box.
- *Never replace a fuse or touch a circuit breaker with wet hands or while standing on a wet or damp surface.
- *Stay away from power

lines that have fallen or are sagging. Consider all lines energized as well as trees or limbs in contact with lines. Report all power line hazards to Duke Energy at 800.228.8485 or contact your local emergency services department or agency.

*If a power line falls across a car that you are in, stay in the car. If you MUST get out of the car due to a fire or other immediate

life-threatening situation, do your best to jump clear of the car and land on both feet. Be sure that no part of your body is touching the car when your feet touch the ground.

*Electric current passes easily through water, so stay away from downed power lines and electrical wires. Do not drive over – and do not stand near – downed power lines. Downed lines

will be hard to see in the rain and can potentially be hidden in standing water. If you encounter large pools of standing water, stop, back up and choose another path.

To report a power outage, text OUT to 57801, call 800.228.8485 or report online or through the mobile app.

For more safety tips, please visit duke-energy.com/StormTips.

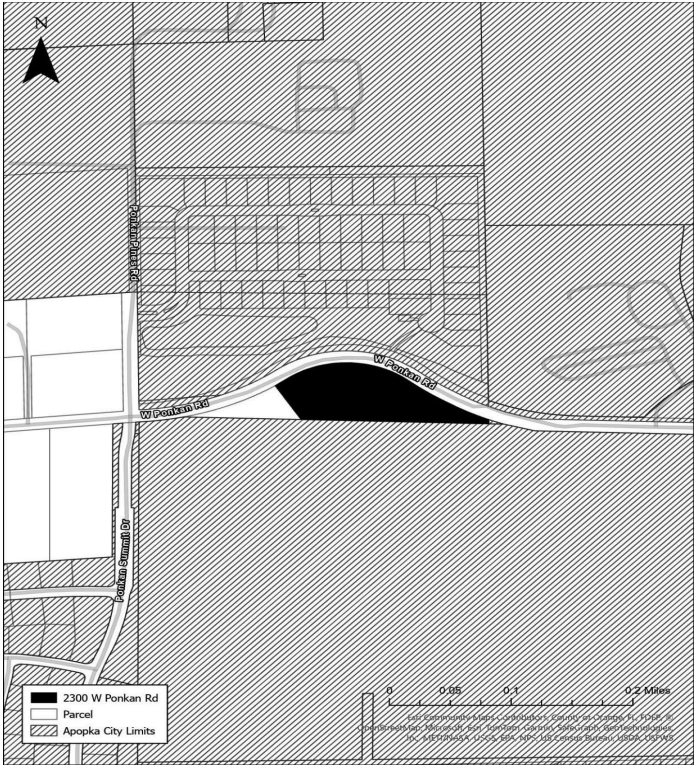
CITY OF APOPKA PUBLIC HEARING NOTICE FUTURE LAND USE AMENDMENT AND CHANGE OF ZONING

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Jason Lee** has made application relating to the following described property.

ORDINANCE NO. 3079
AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE FUTURE LAND USE FROM IN-PROGRESS TO RESIDENTIAL LOW SUBURBAN, FOR CERTAIN REAL PROPERTY LOCATED 2300 W PONKAN ROAD; OWNED BY LEE JASON MONROE AND LEE CARA DAWN, COMPRISING 3.56 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

and

ORDINANCE NO. 3080
AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO RSF-1B (RESIDENTIAL SINGLE FAMILY-LARGE LOT), FOR CERTAIN REAL PROPERTY LOCATED 2300 W PONKAN ROAD; OWNED BY LEE JASON MONROE AND LEE CARA DAWN, COMPRISING 3.56 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 19-20-28-0000-00-007
Contains: 3.56 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, October 8, 2024 beginning at 5:00 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for **Ordinance Number 3079 and 3080 is rescheduled** and will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, October 16, 2024 beginning at 7:00 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

September 27, 2024
Publish: The Apopka Chief

Apopka City Council
Apopka Planning Commission
Community Development Department

177410

Byrd: Arrest is made for making threat

Continued from page 2A

threat is made after school hours then the investigation will usually include a visit to the student’s home to question the student and parents.

Making a threat to a school can result in arrest and our law enforcement agencies have been taking this step to ensure that students understand the severity of their actions. A threat last week at Apopka High School resulted in a 15-year-old being charged with a felony for “making written or electronic threats to kill, cause bodily injury, or conduct a mass shooting or act of terrorism,” as well as a misdemeanor of “disruption of a school function.”

Making threats of any kind is certainly no joke. The school is immediately notified at the same time so they can put the school on a hold or a lockdown to keep kids safe. The school also implements

the threat assessment procedures when the immediate danger is over, which includes a meeting of the threat assessment team at the school. This team is made up of law enforcement, counselors, teachers and administration. Every school has this team.

The threat assessment team decides the risk level of the threat and discusses the discipline and support services that need to be put in place for the student. This information is noted in the student’s record so students can be monitored and continue services even if they leave that school.

The threat assessment teams meet on a schedule to review all the cases and discuss the students’ progress and support.

Schools hand out discipline according to the Code of Student Conduct and these threats usually result in a Level 4 which is the most serious offense and can result in expulsion. Full expulsion has been the re-

cent consequence for these threats.

As we saw last week at Apopka High School, the threat that was made during a live stream of the pep rally turned what should have been a fun and bonding event for the students into a frightening experience resulting in a several-hours-long hold on the school. The administration had to manage 3,000 students as well as keep parents informed and calm. Numerous Apopka Police officers responded and had to investigate the threat along with OCPs police as well as the FBI to identify the individual responsible.

The amount of resources used, the learning time lost, and the fear and anxiety these events cause are astounding and so unnecessary. We are asking for everyone’s help. Please continue to report concerns and please talk to your children about the seriousness of their actions. One stupid mistake can ruin a life!

Moore: County has huge responsibility

Continued from page 2A

at the diversity of taxes assessed by folks in the same neighborhood. Some night, if you have nothing better to do, look up information on your street.

Highlights for Fiscal ’25 Budget projects include the following:

- *New animal control facility \$45 million
- *Septic-2-Sewer Program \$19.3 million
- *Lake Apopka Loop Connector Trail \$10.8 million
- *Sidewalk Program \$10.8 million

- *Kennedy Blvd. ROW \$9.4 million
 - *All American Blvd. ROW \$6.9 million
 - *Pine Hills Pedestrian Safety Program \$1.3 million
 - *John Bridges Playground \$1.2 million
 - *Edgewater Dr. corridor study \$103,789
- Please remember the depth and breadth of the county responsibilities. The county maintains all facilities for the courthouse, constitutional offices, parks, jail, convention center, animal control, mosquito control, and community ac-

tion buildings like John Bridges and Willow Street. The county is responsible for similar roles as cities, but also for additional safety net programs such as homeless services, mental health services, jail operations, emergency services (hurricanes), and children’s afterschool programs such as Boys and Girls Club. This is in addition to maintaining county roads, ponds, and utilities.

As always, if you have any questions, don’t hesitate to contact me at District2@ocfl.net

Hayden: Research, share info, then vote

Continued from page 2A

The American Revolution started because the British Government tried to take advantage of hard working, down-to-earth people, and the administration that includes Kamala Harris as Vice President now presents her as the *answer to all our problems*, while behind her phony cackle *she tries to hide the fact she assisted in creating the problems.*

The only way we are going to overcome this debacle is through the privilege of voting for a government that is “Of the People,

By the People, and For the People.” November 5th is fast approaching, and if you haven’t researched the candidates and their stand on constitutional law, the economy, foreign policy, and their love for the American people, as well as the United States of America, *then you need to get busy.*

Talk to people and ask them for their viewpoint. Pay attention to their reasons for their outlook. Most of all, look to the past performance of those applying for a job as it pertains to the vow they took to serve ... and who did they serve:

The American people? Or themselves? Do not vote with your emotions, but with common sense, and understanding.

Plato once said, “If you do not take an interest in the affairs of your government, then you are doomed to live under the rule of fools.” If we will commit ourselves to hiring those who will fulfill the promise to serve as “We the People” request of them, the ending of those storybooks could be true in the lives of all Americans, and we can “Live happily ever after!”

ALL ABOUT APOPKA

The Apopka Chief

Established 1923
(USPS 545-440)

The Apopka Chief is published every Friday and entered as Periodicals, postage paid at Apopka Post Office, under the Act of Congress of March 3, 1879. The Apopka Chief newspaper is published by Foliage Enterprises, Inc., every Friday at 400 North Park Avenue, Apopka, Fla., 32712-3417. An annual subscription is \$25 in Orange County and \$30 outside Orange County. Phone 407-886-2777. Postmaster: Send address changes to The Apopka Chief, P.O. Box 880, Apopka, Fla., 32704-0880.

The Apopka Chief is a consistent award-winning community weekly newspaper and a member of the Florida Press Association. The newspaper won the group's award as its best newspaper in 1982, 1987, and 1988, the only three-time winner. Letters to the editor are welcome, but must be signed and include a daytime telephone number, address, or email address for verification. Management reserves the right to edit letters.

www.theapokchief.com, news@theapokchief.com

City of Apopka Telephone Numbers	
City Hall	407-703-1700
Mayor's Office	407-703-1701
City Administrator	407-703-1649
City Clerk	407-703-1704
Community Devel.	407-703-1712
Code Enforcement	407-703-1738
Finance Dept.	407-703-1725
Fire (non-emerg.).....	407-703-1756
Parks and Rec. Dept.	407-703-1741
Police Chief	407-703-1769
Police (non-emerg.).....	407-703-1771
Job Line	407-703-1743
Solid Waste Collect.....	407-703-1731
Street Maintenance	407-703-1731
Utility Billing	407-703-1727
Medical, fire emergency.....	911
The city of Apopka was chartered in 1882. It is located at 28°30 north latitude and is 150 feet above sea level. Its population is about 48,000 and its total area is more than 30 sq. mi. www.apopka.net	

Orange County Telephone Numbers	
Animal Services.....	407-836-3111
Auto/Boat Tags.....	850-617-2000
Building Dept.....	407-836-8550
County Mayor	407-836-7370
County Commission.....	407-836-7350
County Attorney	407-836-7320
Clerk of the Court.....	407-836-2065
Elections Supervisor.....	407-836-2070
Fire/Rescue	407-836-3111
Solid Waste	407-836-6601
Garbage Collection.....	407-703-1731
Health Dept.	407-836-2600
Hunting/Fishing Lic	888-347-4356
Parks and Rec. Dept.	407-836-6200
Property Appraiser	407-836-5044
Sheriff Administrative	407-254-7000
Non-Emerg. Complaint.....	407-836-4357
Utilities	407-836-5515
All other departments	407-836-3111
Medical, fire emergency.....	911
www.orangecountyfl.net	

Other Area Numbers of Note	
U.S. Senators	
Rick Scott (Rep.)	202-224-5274
Marco Rubio (Rep.)	407-254-2573
U.S. Representative	
Daniel Webster (Dist. 11).....	352-241-9220
State Representatives	
Doug Bankson	407-476-6787
Carolina Amesty (Dist. 45)	unknown
State Senators	
Geraldine Thompson (Dist.11) ..	407-297-2045
Orange County Commissioner	
Christine Moore	407-836-7350
Orange County Public Schools	
Pupil assignment.....	407-317-3233
Bus routes.....	407-317-3800
Superintendent.....	407-317-3200
School Board	407-317-3200
Miscellaneous	
The Apopka Chief	407-886-2777
Museum of the Apopkans.....	407-703-1707
Chamber of Commerce.....	407-886-1441

City: Moratorium ‘will get pushback,’ city attorney says

Continued from page 1A

conversation about having such a moratorium, which is a temporary suspension of activity for an authorized period of time.

“I feel like if we can do that with the impact fees... that our developers would pay for the new development rather than to have our existing residents paying for the impact of new developments,” Velazquez said. “I know the cities around us have done the same thing. I think it’s a good thing for us too. While the other cities are doing it, we are in the same kind of era with them. So, it would be good for all of us to be doing the same thing.”

City attorney Cliff Shepard explained the process of creating and approving a moratorium, which would include hiring a contractor to conduct an impact fee study, determining how long it would take for the contractor to put to-

gether the study (because that would affect how long the moratorium would be in effect), and which areas in the city the moratorium would influence.

“Once you do that, your moratorium’s in place and you will get pushback from the development community. Count on that,” Shepard warned the City Council. “What you will also get is people flooding you with applications in all likelihood to avoid potential increased fees or delays in construction. So, you might see your activity or meetings and your applications in your planning and zoning department go up. That’s just a fact of life. But that’s how it goes.”

Once the City Council adopts the moratorium, the new impact fees will go into effect 90 days from that day, Shepard said.

Shepard said there must be justification for how and why the city would charge the impact

fees it’s charging, hence the purpose of the study.

“That’s the purpose of the study, because anything that’s not justifiable in a method that you can explain in court is something that would be called either an unlawful tax or an unlawful exaction from a developer,” Shepard said.

Shepard suggested that the City Council invite a consultant to make a presentation on October 2. Shepard also said he will prepare the moratorium for the City Council’s two readings, with adoption on the second reading.

Passing a moratorium is crucial to ensure that its purpose for existing would be followed through, Shepard explained. For example, the city of Maitland once approved a moratorium that prevented any more drive-throughs from getting built in the downtown area until an impact study was completed.

Commissioner Nick

Nesta reminded the City Council and Shepard that they had the moratorium discussion the previous

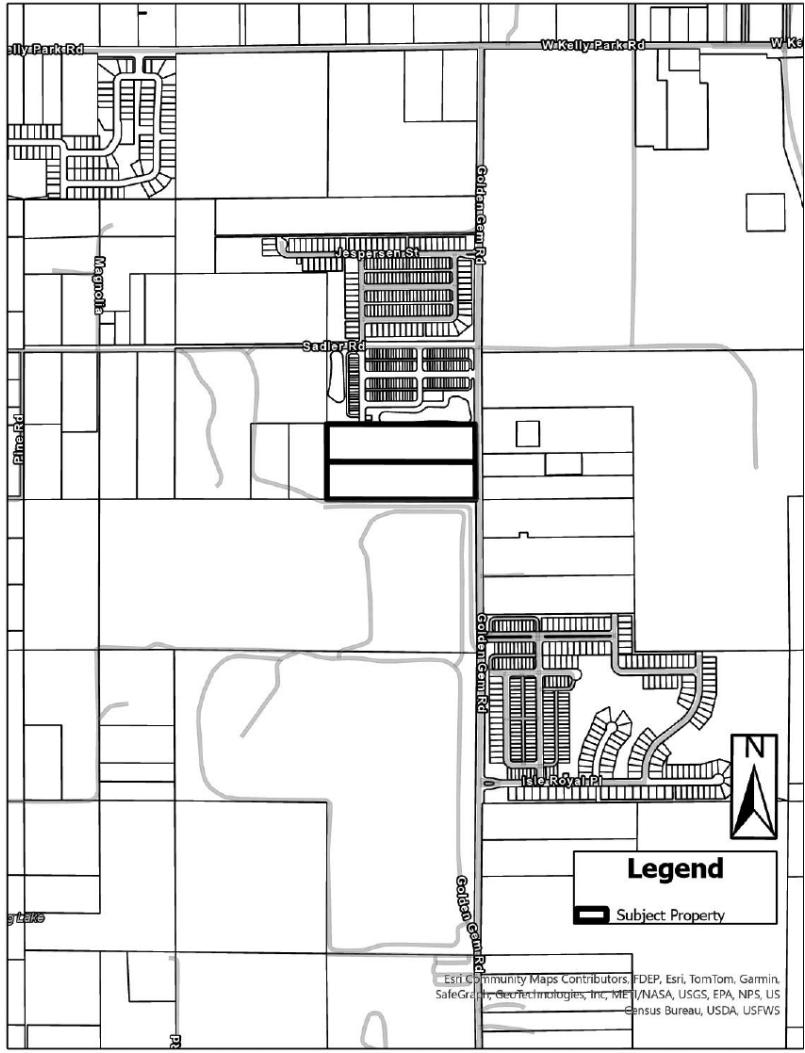
week, at the September 18 City Council meeting, and that conversation included agreeing to put the mora-

torium on the October 2 agenda.

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 **GL SUMMITT ENGINEERING, INC. C/O GEOFFREY L. SUMMITT, P.E.** has made an application to the City of Apopka City Council for an **ANNEXATION** of the following described property:

ORDINANCE NO. 3073
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 STACY AND ROBERT MOSS AND TIMOTHY BURCHFIELD; LOCATED WEST OF GOLDEN GEM ROAD, SOUTH OF NIGHTSHADE GROVE LANE AND SADLER ROAD; COMPRISING 19.76 ACRES, MORE OR LESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 14-20-27-0000-00-025 and 14-20-27-0000-00-083
Contains: 19.76 +/- acres

NOTICE is given that public hearings for Ordinance No. 3073 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, October 2, 2024 beginning at 1:30 P.M. and Wednesday, October 16, 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.

CITY OF APOPKA PUBLIC HEARING NOTICE AMENDMENT TO APOPKA LAND DEVELOPMENT CODE

NOTICE is hereby given that the City of Apopka proposes to amend the Land Development Code of the City of Apopka, Florida in accordance with Florida Statutes 166.0413(3)(c) and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7(B), to revise sections of said Land Development Code as specified within the Ordinance title and within Ordinance Number 3075.

ORDINANCE NO. 3075
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF APOPKA BY AMENDING PART III – LAND DEVELOPMENT CODE; ARTICLE 4 – USE REGULATIONS, SECTION 4.2 PRINCIPAL USES, TABLE 4.2.2.C. PRINCIPAL USE TABLE TO PERMIT RECREATION FACILITY, OUTDOOR AS A PERMITTED USE IN THE C-COR (CORRIDOR COMMERCIAL DISTRICT) AND MU-D (MIXED-USE DOWNTOWN) ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND SETTING AN EFFECTIVE DATE.

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, October 8, 2024 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3075 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, October 16, 2024 beginning at 1:30 P.M. AND Wednesday, November 6, 2024 at 7:00 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Text Amendment 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.

September 27, 2024
Publish: The Apopka Chief
Apopka City Council
Apopka Planning Commission
Community Development Department
177409

September 27, 2024
Publish: The Apopka Chief
Apopka City Council
Apopka Planning Commission
Community Development Department
177408



WHAT’S HAPPENING IN YOUR COMMUNITY ?

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IT’S YOUR RIGHT TO KNOW

The Apopka Chief Newspaper

www.TheApopkaChief.com | 400 N. Park Ave., Apopka | 407-886-2777 | www.FloridaPublicNotices.com

Page 408 of 437

Hope Card program is launched to help assist people affected by domestic violence

In support of recent Florida Legislation, the Orange County Clerk of Courts along with Court Clerks statewide have implemented a “Hope Card” Program to assist people affected by domestic violence and abuse.

This new program offers individuals who have been issued a final injunction for protection the opportunity to apply for a free, standardized “Hope Card” that can be used to verify with law enforcement that they are covered by a protective court order.

Through the Hope Card Program, a person who has been issued a final

injunction for protection against domestic violence, stalking, repeat violence, sexual violence, dating violence, or abuse or exploitation of an elderly person or disabled adult can apply for a free digital or wallet-sized Hope Card with the Clerk of Court where the petition was originally filed.

“With the launch of the Hope Card Program, we are able to provide further peace of mind for those in our communities who have secured final injunctions for protection against various forms of violence and abuse,” said Orange County Clerk of Courts Tiffany Moore Russell.

“This initiative ensures that individuals with protective court orders can easily and effectively communicate their status to law enforcement, ensuring immediate verification and enhanced safety.”

During the 2024 session, the Florida Legislature passed CS/CS/CS/SB 86 - Hope Cards for Persons Issued Orders of Protection, sponsored by Senator Lauren Book and Representative Mike Gottlieb, which required Clerks of Court to develop and implement a Hope Card Program in Florida, in consultation with the Office of the Attorney General.

Hope Cards will identify the name and birth date of the person protected by the court order, the name and birth date of the respondent, and certain information relating to the protective order such as the type and date the order expires.

Issued Hope Cards will be valid for two years or until the injunction expires, whichever occurs first, but may be renewed if the injunction remains in effect.

If you have a final injunction for protection, go to www.myorangeclerk.com for details on how to obtain a free Hope Card.

Recovery At The Hope Conference on Saturday, October 12, is a free event

New Hope Missionary Baptist Church, is presenting Recovery At The Hope (R.A.T.H.) Conference on Saturday, October 12, from 8:30 a.m.-12 noon, at 927 South Central Avenue. There will be a free breakfast at this free event.

The community is invited (youth, teens and adults) to come to hear information and testimonies from special guests as to how to prevent, identify, deal with and resolve addictions.

An addiction is not always centered on drugs and alcohol. It can be anything

keeping someone from developing a closer relationship with God.

If you are not able to attend, send someone that may need a listening ear or who may be experiencing anxiety, depression, domestic violence, child abuse, or bullying.

Hope is available. Call Rev. Alexander H. Smith, RATH Pastor at 407-721-4759 or Dr. Yvonne Holmes, Ph.D., RN, Mental Health and Christian Counseling, 407-579-1339 for more information and assistance.

Moore: Citizens will be informed and involved in planning process

Continued from page 2A

cent of the cost of a transportation study. I’m happy to say after significant advocacy, scoping the project, and a lengthy procurement process to hire a vendor, Orange County Government has hired VHB, Inc. They will conduct a thorough, area-wide long-range transportation study.

The study is the first step to determine needs and assess which entity is responsible for costs. Please

be aware, we will still be searching for various sources of funding to complete any recommended projects.

The planning process will include a significant public involvement plan which will inform and involve the citizens of the county and city. Appropriate state and local agencies, elected officials, and all community stakeholders will be invited to participate. The agency will conduct up to 10 small group

meetings with interested organizations.

My office will provide an initial list of potential attendees and participants. We will also notify the public of these meetings.

The consultant will also prepare and distribute five editions of project newsletters. These newsletters will be prepared in English and Spanish.

They will also create an internet website for the transportation study. The final documents and plans

will be presented for approval to the full Board of County Commissioners at a public hearing. Public hearings also allow for input from community residents.

The deliverables are quite technical, so I won’t report on these characteristics.

Nevertheless, the analysis of future traffic conditions will provide “no-build scenarios” and “build scenarios” which include all available cost feasible roadway improvement

projects. It will also recommend any transit improvements such as bus service expansion and more transit-friendly development. The study will recommend new roadways or roadway extensions, roadway widening, parallel facilities, and potential realignments.

Based on the assessment of future conditions among the different scenarios, the consultant will identify capacity problems, deficiencies, and issues to determine the transporta-

tion-related changes and needs within the study area. And lastly, the consultant will develop a methodology to determine the roles and responsibilities by jurisdiction for future infrastructure capacity improvements for all roadway segments and intersections within the study area.

I’m happy this process has finally begun. I hope you will join me at one of the facilitated community meetings.

CITY OF APOPKA PUBLIC HEARING NOTICE AMENDMENT TO APOPKA LAND DEVELOPMENT CODE

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ORDINANCE NO. 3075
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FURTHER NOTICE is given that a public hearing for Ordinance Number 3075 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, October 16, 2024 beginning at 7:00 P.M. AND Wednesday, November 6, 2024 at 1:30 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Text Amendment can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department

October 4, 2024

Publish: The Apopka Chief

177435

Tell them you saw it in The Apopka Chief

ALL ABOUT APOPKA

The Apopka Chief

Established 1923
(USPS 545-440)

The Apopka Chief is published every Friday and entered as Periodicals, postage paid at Apopka Post Office, under the Act of Congress of March 3, 1879. The Apopka Chief newspaper is published by Foliage Enterprises, Inc., every Friday at 400 North Park Avenue, Apopka, Fla., 32712-3417. An annual subscription is \$25 in Orange County and \$30 outside Orange County. Phone 407-886-2777. Postmaster: Send address changes to The Apopka Chief, P.O. Box 880, Apopka, Fla., 32704-0880.

The Apopka Chief is a consistent award-winning community weekly newspaper and a member of the Florida Press Association. The newspaper won the group’s award as its best newspaper in 1982, 1987, and 1988, the only three-time winner. Letters to the editor are welcome, but must be signed and include a daytime telephone number, address, or email address for verification. Management reserves the right to edit letters.

www.theapopkachief.com, news@theapopkachief.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 Chief.....407-703-1769
Police (non-emerg.).....407-703-1771
Job Line407-703-1743
Solid Waste Collect.....407-703-1731
Street Maintenance.....407-703-1731
Utility Billing407-703-1727
Medical, fire emergency..... 911
The city of Apopka was chartered in 1882. It is located at 28°30 north latitude and is 150 feet above sea level. Its population is about 48,000 and its total area is more than 30 sq. mi. **www.apopka.net**

Orange County Telephone Numbers

Animal Services.....407-836-3111
Auto/Boat Tags.....850-617-2000
Building Dept.....407-836-8550
County Mayor407-836-7370
County Commission.....407-836-7350
County Attorney407-836-7320
Clerk of the Court.....407-836-2065
Elections Supervisor.....407-836-2070
Fire/Rescue407-836-3111
Solid Waste407-836-6601
Garbage Collection.....407-703-1731
Health Dept.....407-836-2600
Hunting/Fishing Lic888-347-4356
Parks and Rec. Dept.....407-836-6200
Property Appraiser.....407-836-5044
Sheriff Administrative.....407-254-7000
Non-Emerg. Complaint.....407-836-4357
Utilities407-836-5515
All other departments407-836-3111
Medical, fire emergency..... 911
www.orangecountyfl.net

Other Area Numbers of Note

U.S. Senators
Rick Scott (Rep.) 202-224-5274
Marco Rubio (Rep.).....407-254-2573
U.S. Representative
Daniel Webster (Dist. 11).....352-241-9220
State Representatives
Doug Bankson407-476-6787
Carolina Amesty (Dist. 45).....unknown
State Senators
Geraldine Thompson (Dist.11) 407-297-2045
Orange County Commissioner
Christine Moore407-836-7350
Orange County Public Schools
Pupil assignment.....407-317-3233
Bus routes.....407-317-3800
Superintendent.....407-317-3200
School Board.....407-317-3200
Miscellaneous
The Apopka Chief407-886-2777
Museum of the Apopkans.....407-703-1707
Chamber of Commerce.....407-886-1441

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WHEREAS, the City of Apopka may lawfully designate the degree of public access in City-owned, controlled, and leased property according to the purpose and use of areas in such property; and

WHEREAS, the City Council seeks to discourage unlawful, unsafe, destructive, harassing, or otherwise prohibited activity on City property that interferes with the designated use of the areas within such City property and to the efficient rendering of public services; and

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

44
45 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY**
46 **OF APOPKA, FLORIDA, AS FOLLOWS:**

47
48 (Words in ~~strike-through~~ type are deletions; words in underscore type are additions; asterisks (* * * *)
49 indicate an omission from the existing text which is intended to remain unchanged.)
50

51 **SECTION I:** Section 42-3 of the Code of Ordinances of the City of Apopka is hereby
52 created as follows:
53

54 **CHAPTER 42 – MISCELLANEOUS OFFENSES**

55
56 * * * *

57
58 **ARTICLE I. – IN GENERAL**

59
60 * * * *

61
62 **Sec. 42-3. – City Buildings.**

63
64 (a) Definitions.

65
66 (1) City Administrator shall mean, for the purposes of this section, the City of Apopka
67 City Administrator and/or his designees.

68
69 (2) City Buildings shall mean enclosed buildings or facilities owned, controlled, or leased
70 by the City of Apopka that the City utilizes for its purposes.
71

72 (b) Public Access to City Buildings.

73
74 (1) Consistent with the decisions of the United States Supreme Court, public access
75 within City Buildings may be restricted depending upon whether such areas are
76 classified as “designated public forum”, “limited public forum”, or “nonpublic
77 forum.” How areas within City Buildings are classified is based upon their intended
78 use. For example, there are certain areas which are intended primarily for the use of
79 City employees in the conduct of their business; there are certain areas which, while
80 primarily intended for the use of City employees in the conduct of their business, may
81 from time to time be utilized for the convening of public meetings; there are certain
82 limited areas which may be open to the public while engaging in legitimate business
83 with City officers or employees; and there may be certain areas which are primarily
84 intended for the convening of public meetings. The following areas of City Buildings
85 are deemed nonpublic forum or limited public forum areas:
86

a. Nonpublic Forums. The City Council Chambers and conference rooms in City Hall shall be nonpublic forums, unless or until a public meeting is convened in such areas pursuant to public notice and only for the duration of such public meeting. All City employee work areas which are designated with appropriate signage shall be deemed nonpublic forums. No member of the public may enter any nonpublic forum area unless the member is escorted by a City employee and is there on legitimate public business.

b. Limited Public Forums. All other areas within City Hall shall be designated as limited public forums. Accordingly, access shall be limited to individuals conducting legitimate public business with City officers or employees.

(2) The City Administrator shall manage public access to City Buildings. In the performance of such responsibilities, the City Administrator shall have the authority to identify which areas are to be considered designated public forums, limited public forums, or nonpublic forums. The City Administrator shall employ appropriate means to separate public forums from nonpublic forums, including, but not limited to, the use of physical barriers and signage. The City Administrator shall also have the authority to develop and implement procedures to regulate and control public access within City Buildings. These procedures shall be designed to maintain the security and privacy of public visitors, City employees, and City officials, and to minimize potential disruptions to the effective operation of City government.

(3) The City Administrator may have cause to remove any person who acts in a manner which:

a. Violates or is reasonably suspected to violate any federal, state, or local law, ordinance, rule, or regulation; or

b. Violates any City rules or policy, including, but not limited to, any public facility rules, or any directive on any sign or notice at the public property.

The City Administrator is authorized to warn a person engaged in prohibited activity as outlined in this section and request such activity to cease. If the person continues to engage in prohibited activity, the City Administrator may request the person's immediate departure from the City property. Any person who fails to immediately vacate the property upon request shall be subject to a trespass warning. Law enforcement may, upon the City's request, issue a trespass warning for violations of this section.

(4) It shall be a violation of this section to enter or otherwise be in a nonpublic forum or limited public forum area without authorization. Any person lawfully within a limited or nonpublic forum area that disrupts City government operations shall be deemed to

130 have ceased conducting legitimate public business and forfeits the right to remain on
131 the property. Any person found to be in a nonpublic forum area or limited public forum
132 area without authorization and who fails to immediately vacate the area and/or the
133 property upon request shall be subject to a trespass warning.
134

- 135 (5) Except within the City Council Chambers, conference rooms, and other locations in
136 which a public meeting is being conducted pursuant to a public notice, it shall be
137 unlawful and a violation of this section to record video and/or sound within City
138 Buildings without the consent of all persons whose voice or image is being recorded.
139 This prohibition shall not apply to any law enforcement activities. Anyone observed
140 recording video and/or sound within a nonpublic forum area or limited public forum
141 area without proper consent and who refuses to stop when informed such activity
142 violates City Code shall be considered disrupting City government operations. As a
143 result, the person shall be deemed to have ceased conducting legitimate public
144 business and forfeits the right to remain on the property. Any person who fails to
145 immediately vacate the property upon request shall be subject to a trespass warning.
146

147 (c) City Building rules.
148

- 149 (1) Prohibited conduct. The following conduct is prohibited within any City Building:
150

- 151 a. Engaging in any conduct prohibited by federal, state, or local law.
152
153 b. Possession of weapons, unless authorized pursuant to federal, state, or local law.
154
155 c. Smoking, chewing tobacco, use of e-cigarettes or vaping device, or carrying any
156 lighted or smoldering pipe, cigar, or cigarette.
157
158 d. Disruptive, harassing, or unsafe behavior or activities, including, but not limited
159 to, conduct which interferes with City employees or officials in the performance
160 of their duties, or interferes with the proper use of the City facility by others.
161
162 e. Abusive or harassing behavior, including, but not limited to, the use or display
163 of obscene language, gestures, or graphics.
164
165 f. Blocking access to entrances, exits, fire exits, access areas, or otherwise
166 interfering with the provision of services or the use of City property.
167
168 g. Entering or remaining in nonpublic areas without authorization. Areas inside
169 City Buildings, including offices, hallways, stairwells, and elevators are open to
170 the public, upon authorization, only to the extent necessary to engage in
171 legitimate City business, attend a City-authorized function, event, or activity to

172 which the member of the public is an invitee, or attending a duly noticed public
173 meeting.

- 174
- 175 h. Activities or behaviors which present an unreasonable risk of injury or harm to
176 oneself or others, including visitors or employees.
- 177
- 178 i. Activities or behaviors which present an unreasonable risk of damage, harm,
179 degradation, or removal of any City property.
- 180
- 181 j. Disrupting City business, events, or other City-sponsored or authorized
182 activities.
- 183
- 184 k. Unauthorized leaving or storing of personal property.
- 185
- 186 l. Unlawfully possessing, selling, distributing, or consuming drugs or alcohol.
- 187
- 188 m. Unauthorized posting or affixing of materials to City property, including, but not
189 limited to, signs, leaflets, posters, flyers, pamphlets, brochures, or written,
190 pictorial, or graphic materials of any kind.
- 191
- 192 n. Tampering with or unauthorized use of facility systems or devices, including,
193 but not limited to, electrical, plumbing, locks, doors, cameras, plants, and other
194 infrastructure.
- 195
- 196 o. Remaining in a building, or remaining in its attached covered areas, doorways,
197 ramps, or steps after posted hours of operation or after the conclusion of an “after
198 hours” public meeting or City-hosted event.

199

200 (2) Additional rules. Additional rules related to the specific functions or use of a City
201 Building may be created and implemented by the City Administrator.

202

203 * * * *

204

205 **SECTION II: CODIFICATION.** The provisions of this Ordinance shall be included and
206 incorporated into the Code of Ordinances of the City of Apopka, as additions or amendments
207 thereto.

208

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

214

215 **SECTION IV: CONFLICTING ORDINANCES.** All ordinances or part thereof, in

216 conflict herewith are, to the extent of such conflict, repealed.

217
218 **SECTION V: EFFECTIVE DATE.** That this Ordinance and the rules, regulations,
219 provisions, requirements, orders, and matters established and adopted hereby shall take effect and
220 be in full force and effect immediately upon its passage and adoption.

221
222 **PASSED UPON** at the first reading of the City Council, this ___ day of _____, 2024.

223
224
225 **PASSED UPON** at the second and final reading of the City Council, this ___ day of _____,
226 2024.

227
228
229
230
231 _____
232 Bryan Nelson, Mayor

233 ATTEST:

234
235 _____
236 Susan Bone, Deputy City Clerk

237
238 APPROVED AS TO FORM:

239
240
241 _____
242 Clifford Sheppard, City Attorney
243
244



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 3.

Meeting Date: November 6, 2024

Department: Community Development

SUBJECT:

Ordinance No. 3082 - First Reading - Rezoning - 1770 Sheeler Avenue

REQUEST:

Accept the first reading of Ordinance Number 3082 and hold it over for second reading and adoption.

SUMMARY:

Owner(s): Itay Guy

Applicant: Brent Lenzen, P.E. Kimley Horn

Parcel Identification Number(s): 22-21-28-0000-00-143

Location: 1770 Sheeler Avenue

Existing Future Land Use: Residential Low (5 Dwelling Units/Acre maximum)

Proposed Future Land Use: N/A

Existing Use(s): Vacant Residential

Existing Zoning: RSF-1B (Residential Single Family – Large Lot) Zoning District

Tract Size: 9.92 +/- Acres

Direction	Future Land Use	Zoning	Present Use
North	Residential Low, Residential Medium Low	RSF-1B (Residential Single Family – Large Lot), RMF (Residential Multi-Family)	Church, Single Family Subdivision
East	Residential Low	PD (Planned Development), RSF-1B (Residential Single Family – Large Lot)	Single Family Subdivision
South	Residential Low	PD (Planned Development)	Church
West	Institutional – Public Use	O (Office)	City of Apopka Public Services Complex

PROJECT SUMMARY:

The subject property, which is approximately 9.92 acres in size, is located at 1770 Sheeler Avenue and is currently vacant. Previously the property was used as a one-story office for a radio station. The applicant is requesting the rezoning of the property to develop a subdivision that includes a mix of duplexes (two-family units) and single-family homes. Two-family units are a permitted use in the RTF zoning district per Land Development Code 3.3.6 and Land Development Code Table 4.2.2.C.

The proposed RTF zoning district is compatible with the surrounding areas, as properties to the east, north, and south have zoning designations of residential with some properties in the surrounding area already having RTF zoning designation. The existing RTF zoning subdivisions are located north and east of the subject property with the subdivision names of Meadow Oaks, Royal Oak Estates, Sheeler Hills, Stonewood Reserve, and Cobblefield. The property to the west has a zoning designation of Office and is the site of both the Public Services complex and Police Department gun range. The Police Department gun range portion of the property to the west is adjacent to the subject property. The applicant has indicated to staff that they have a future plan of developing a residential subdivision which includes two-family units and single-family homes.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

- a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - Applicant's response: The proposed rezoning is consistent with the City's Comprehensive Plan. The purpose of the Residential Low (RL) Future Land Use designation is to keep the area residential in character. Given the proposed development contains exclusively residential units, this development is consistent with the Comprehensive Plan and surrounding districts.
 - Staff response: Staff has no objection.
- b. Is in conflict with any provisions of the LDC;
 - Applicant's response: There are no conflicts within the proposed rezoning. The future development of the site will comply with the LDC standards.
 - Staff response: Staff has no objection.
- c. Addresses a demonstrated community need;
 - Applicant's response: According to Zillow's Rental Manager statistics, the average rent for all homes in Apopka, FL is \$2,338 a month, which is 6% higher than Orlando at \$2,195. The affordable housing crisis affects the entire region, and the proposed project would increase the local supply of housing, relieving the housing shortage and decreasing the cost of housing.
 - Staff response: Staff has no objection.
- d. Is required by changed conditions;
 - Applicant's response: The rezoning of this property is not required by changing Future Land Use, but the desire for more affordable housing and the increase in built housing surrounding the property has necessitated a change to fit the growing housing market of the area.
 - Staff response: Staff has no objection.
- e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - Applicant's response: The rezoning is compatible and consistent with the existing uses in the surrounding area. The Property is currently surrounded by single family development to the north, south, and east. The surrounding Future Land Uses all reflect single family or medium densities. The RTF zoning district is permitted within the RL Future Land Use, which makes it an appropriate use for the land.
 - Staff response: Staff has no objection.
- f. Would result in a logical and orderly development pattern;
 - Applicant's response: The development along Sheeler Avenue is dominated by entrances to single-family subdivisions both to the east and west. The current use of radio antennas for a local radio station breaks up the development pattern. A use of residential single and two-family residences would more closely resemble the changing development patterns of the road.
 - Staff response: Staff has no objection.
- g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - Applicant's response: No significant adverse impacts are expected as a result of the land uses associated with the proposed zoning amendment. Provisions of the land development code will be met to help in mitigating potential adverse impacts on the natural environment.
 - Staff response: Staff has no objection.
- h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
 - Applicant's response: The proposed Rezoning and Land Use Amendment would not have a negative impact on public facilities. The intended development would ensure all required connections for utilities and stormwater management are met.
 - Staff response: Staff has no objection.

SCHOOL CAPACITY REPORT:

OCPS determined that school capacity for the subject development is available.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or

advisory board. The City notified Orange County on July 19, 2024.

PUBLIC HEARING SCHEDULE:

October 8, 2024 – Planning Commission (5:30 P.M.)

November 6, 2024 – City Council (1:30 P.M.), First Reading

November 20, 2024 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:

September 27, 2024– Apopka Chief

September 23, 2024 – Mailed notices to adjacent property owners; Posters placed on property

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

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Development Review Committee (DRC):

Recommends approval of the Change of Zoning from RSF-1B (Residential Single-Family - Large Lot) to RTF (Residential Two-Family), finding the proposed change consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Planning Commission:

At the October 8, 2024 Planning Commission meeting, the Planning Commission found the proposed Change of Zoning from RSF-1B (Residential Single Family - Large Lot) to RTF (Residential Two-Family) consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, and unanimously recommended approval of the proposed Change of Zoning, based on the findings and facts presented in the staff report and exhibits.

Recommended Motion – City Council:

Accept the first reading of Ordinance Number 3082 and hold it over for second reading and adoption.

ATTACHMENTS:

1. Ordinance No. 3082
2. Map Series
3. Advertisement September 27
4. School Capacity Determination Letter

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AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM RSF-1B (RESIDENTIAL SINGLE FAMILY – LARGE LOT) TO RTF (RESIDENTIAL TWO FAMILY), FOR PROPERTY LOCATED AT 1770 SHEELER AVENUE; OWNED BY SHEELER DEVELOPMENT LLC; COMPRISING 9.92 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the applicant, Brent Lenzen, on behalf of the fee simple owners of the Property, submitted an application for a change in zoning on the Property identified and depicted in Exhibit “A,” attached hereto, from RSF-1B (Residential Single Family – Large Lot) to RTF (Residential Two Family); and

WHEREAS, the proposed RTF (Residential Two Family) District rezoning of the Property is consistent with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, the City of Apopka Planning Commission, sitting as the Local Planning Agency, recommended approval of the change in the zoning of the Property and found that the rezoning is consistent with the City's Comprehensive Plan; and

WHEREAS, the City of Apopka has followed all statutory and Code requirements for noticing and advertising this rezoning Ordinance and public hearings associated with the rezoning; and

WHEREAS, the City Council has received public input on the rezoning and a recommendation from staff; and

WHEREAS, the City Council of the City of Apopka finds that the applicants have met the necessary criteria for rezoning under City’s Land Development Code and that rezoning serves a legitimate public purpose and will not adversely affect the public interest.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Findings and Intent. The City of Apopka has complied with all requirements and procedures of Florida Law in processing this Ordinance. The recitals set forth above are hereby adopted.

45 **Section II. Rezoning.** The Property described and shown in Exhibit “A”, being situated
46 in the City of Apopka, Florida, is hereby rezoned and assigned the RTF (Residential Two Family)
47 Zoning District, as defined in the Apopka Land Development Code.

48
49 **Section III. Zoning Map.** The Official Zoning Map of the City of Apopka shall be
50 amended to conform to the zoning assignment approved in Section 2 of this Ordinance. The
51 Community Development Director, or the Director’s designee, is hereby directed to amend, alter,
52 and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

53
54 **Section IV. Severability.** If any section or portion of a section or subsection of this
55 Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or
56 impair the validity, force or effect of any other section or portion of section or subsection or part
57 of this ordinance.

58
59 **Section V. Conflicts.** All ordinances or parts of ordinances in conflict herewith are hereby
60 repealed.

61
62 **Section VI. Effective Date.** This Ordinance shall become effective immediately following
63 such time that its companion future land use map amendment ordinance (Ordinance 3058) takes
64 effect.

65
66
67 ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
68 ____ day of _____, 2024.

READ FIRST TIME: November 6, 2024

READ SECOND TIME AND
ADOPTED:

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

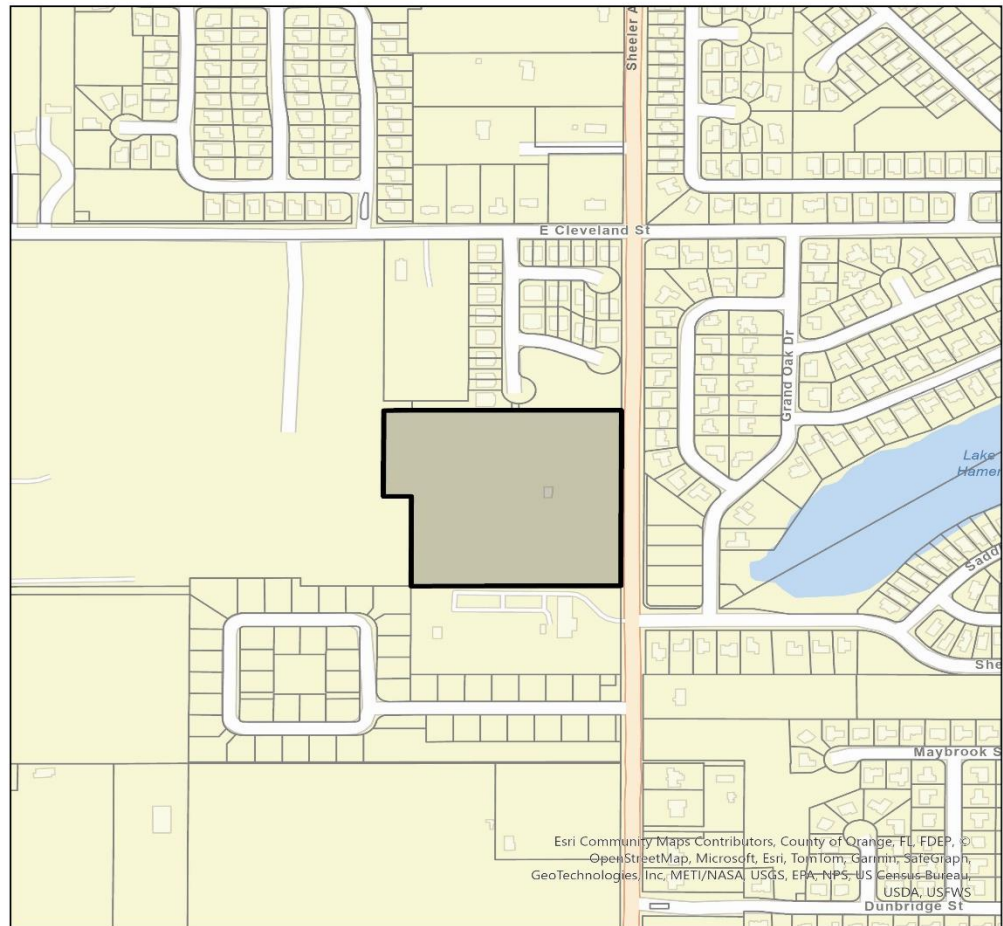
Approved as to form and legal sufficiency:

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: September 27, 2024

EXHIBIT A

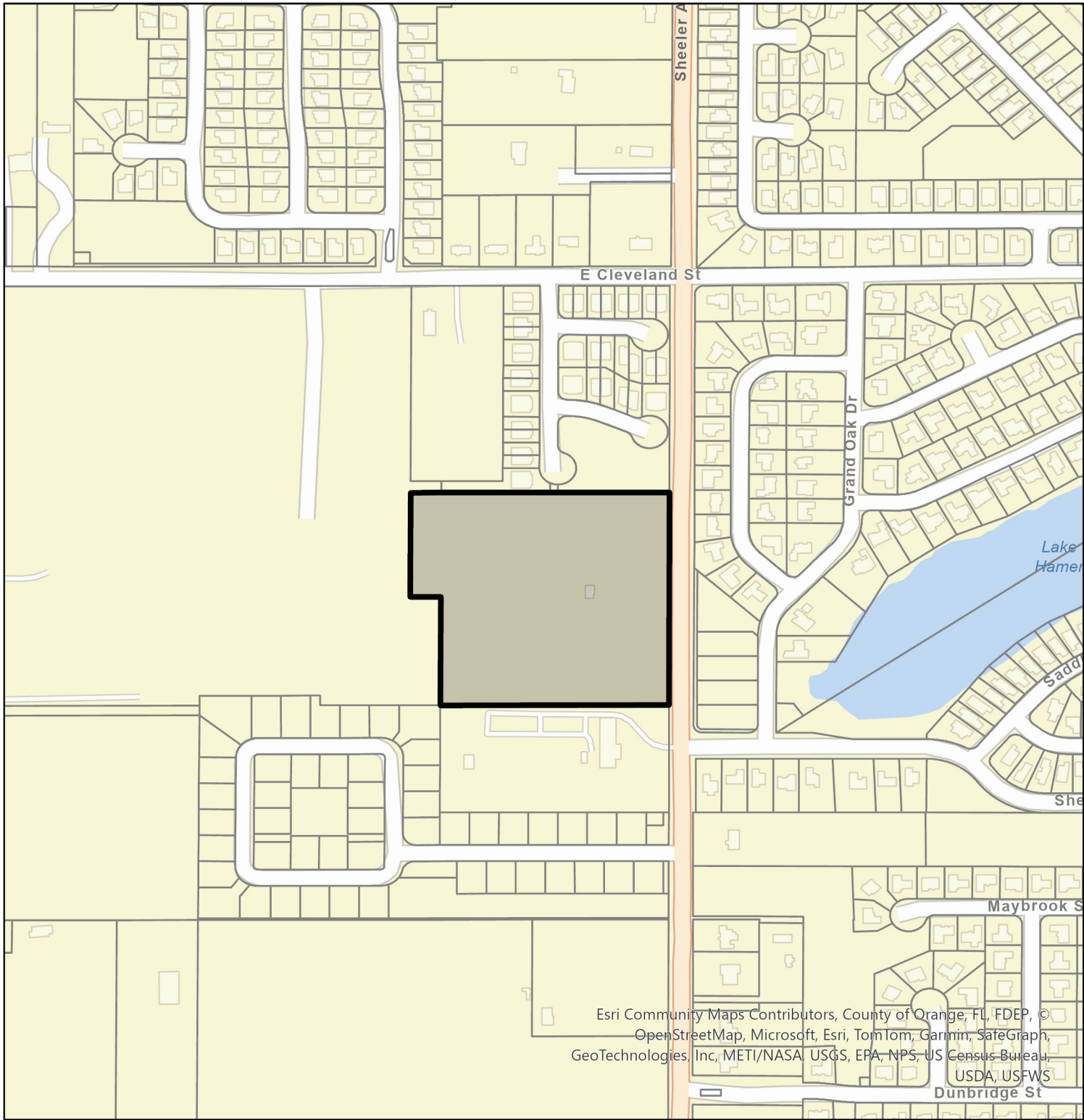
Parcel Identification Number(s): 22-21-28-0000-00-143



Legend

- 1770 Sheeler Avenue
- Parcel

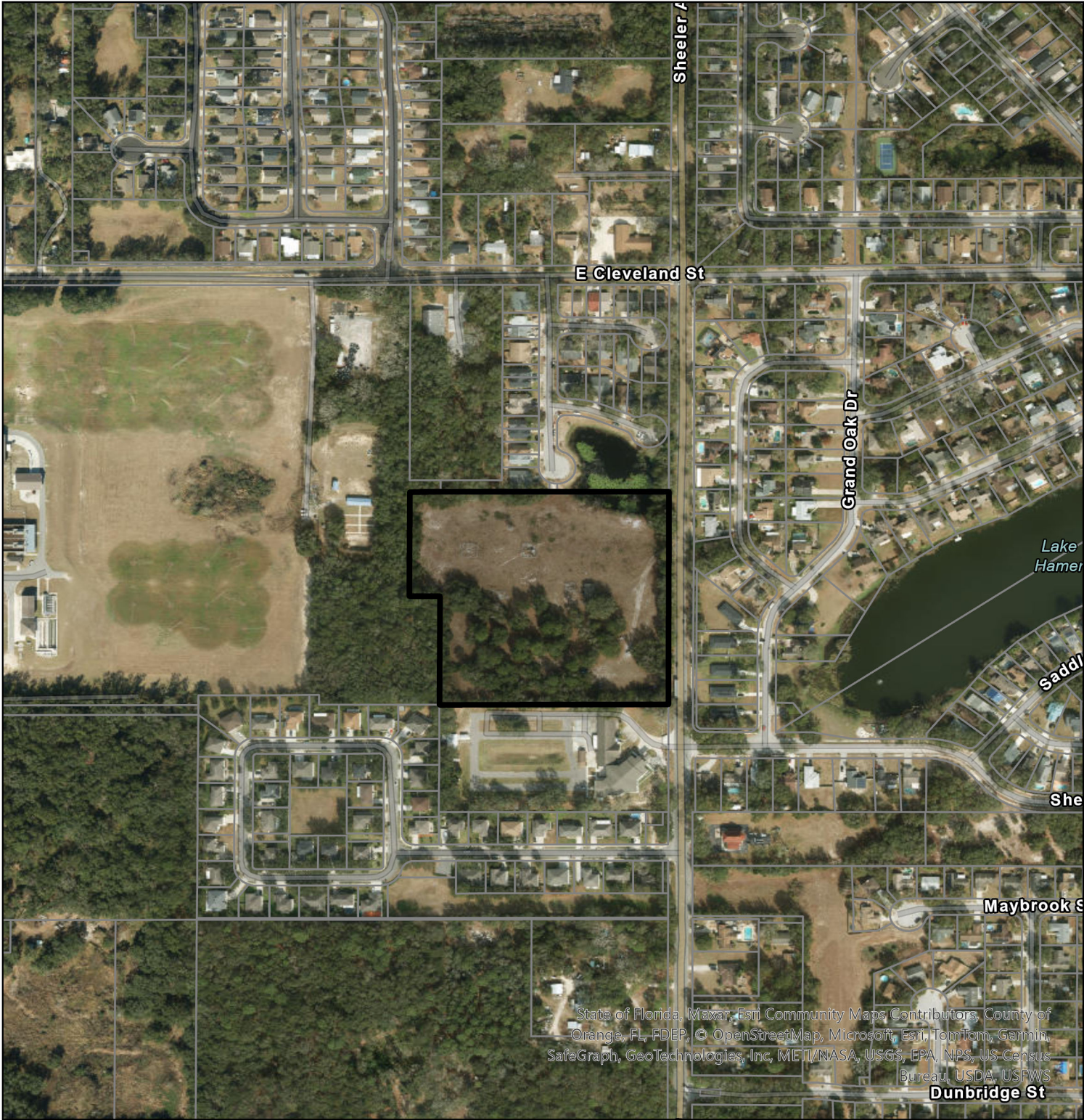




Legend

-  1770 Sheeler Avenue
-  Parcel

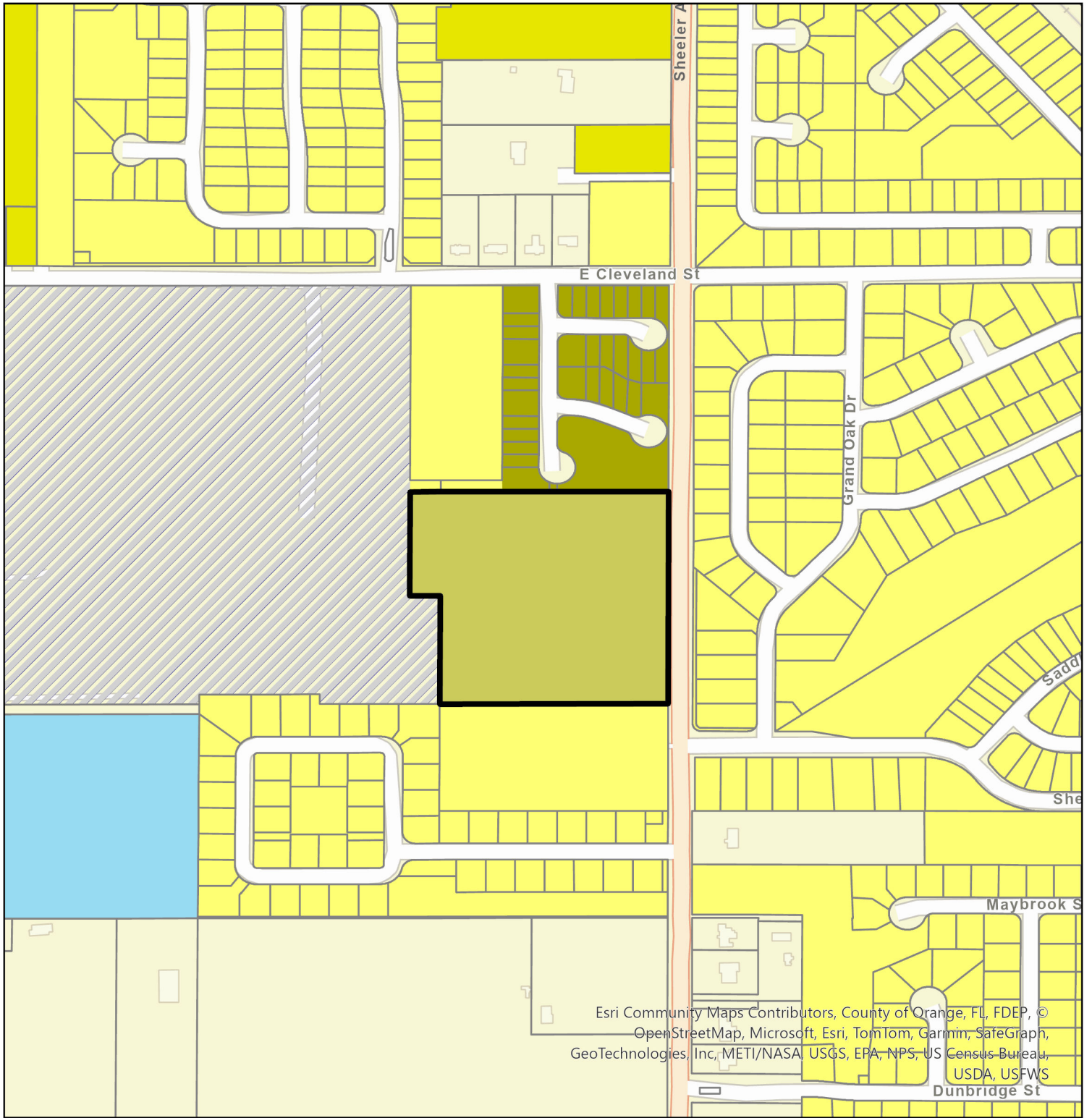




Legend

-  1770 Sheeler Avenue
-  Parcel



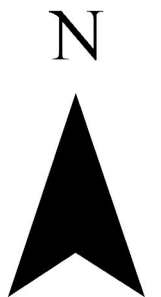


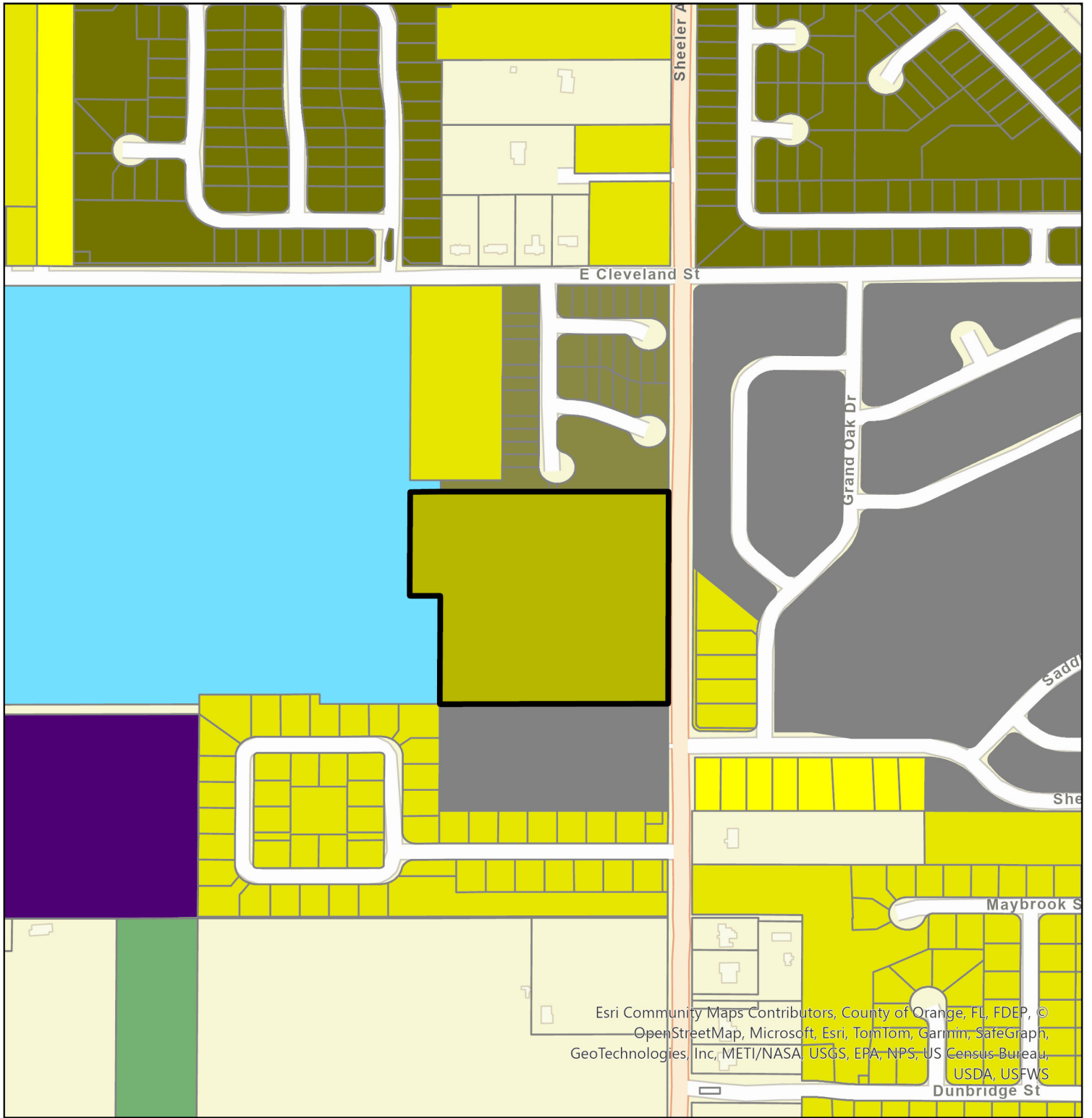
Apopka Future Land Use

- AG
- AG-E
- AG-HOME
- COMM

- CONSV
- FLU-IP
- HDR-25
- IND
- INST_PU
- MU
- OFF
- PR

- RE
- RH
- RL
- RLS
- RM
- RML
- RS
- RVLS







Orange County Public Schools

6501 Magic Way · Building 200 · Orlando, Florida 32809 · (407) 317-3700 · www.ocps.net

FORMAL SCHOOL CAPACITY DETERMINATION CAPACITY LETTER

September 12, 2024

VIA E-MAIL: gwendolyn.nicholas@kimley-horn.com
Brent Lenzen
Kimley Horn and Associates, Inc.
189 S. Orange Ave
Orlando, FL 32801

Application APK-24-016 Sheeler Avenue Residential

This letter serves as the official determination by Orange County Public Schools that school capacity for the following development is **AVAILABLE**:

Type of Development Application	☐ FLUM ☒ Rezoning ☐ Amendment or Extension CEA
Development Application #:	TBD
Project Name:	Sheeler Avenue Residential
OCPS Completed Application Date:	9/10/2024
Parcel #(s):	28-21-22-0000-00-143
Requested New Units (#):	SF: MF: TH: 49
Vested Unit(s):	SF: 49 MF: TH:
Total Project Units:	98
School Board District:	#7

In accordance with Section 8 of the Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency ("Interlocal Agreement"), a detailed Capacity Analysis is provided in **Attachment A**.

This determination expires on **March 11, 2025**. OCPS is not required to extend the expiration date of this determination letter. In the event this project does not possess Development Application approval from Apopka by the expiration date, but still intends to move forward in the development process, the applicant must resubmit the application and application fee to be reevaluated by OCPS. In addition, should the scope of the project change (e.g., modification of unit count and/or unit type), a new determination will be required.

This project is subject to School Concurrency. The Applicant will need to apply for School Concurrency review and satisfy any requirements of School Concurrency prior to Site Plan approval by the City.

This determination is governed by the Interlocal Agreement, the provisions of city of Apopka adopted Comprehensive Plan, and the Orange County Charter and Code.

Please contact me at (407) 317-3700 ext. 2022139 or e-mail me at tamara.pelc@ocps.net with any questions.

Sincerely,



Tamara L. Pelc
Administrator, Facilities Planning

SV/tp

Attachments – Attachment A: Detailed Capacity Analysis

CC: Bobby Howell, city of Apopka (via e-mail)
Thomas Moore, OCPS (via e-mail)
Project File

Attachment A



School Capacity Determination

User ID SV September 12, 2024 12:21:48

Project ID: CEA -APK -24 -016 Valid Until: March 11, 2025

Project Name: SHEELER AVENUE RESIDENTIAL			
Unvested Units	Single Family Units:	0	Single Family Units: 49
	Multi Family Units:	0	Multi Family Units: 0
	Multi Family High Rise Units:	0	Multi Family High Rise Units: 0
	Town Homes Units:	49	Town Homes Units: 0
	Mobile Home Units:	0	Mobile Home Units: 0
Vested Units			

Capacity Enhancement	School Level	Elementary	Middle	High
	CSA:	CC		
	School:	LAKEVILLE ES	PIEDMONT LAKES MS	WEKIVA HS
	Analysis of Existing Conditions			
	School Capacity (2023-2024)	607	1,113	2,797
	Enrollment (2023-2024)	642	967	2,187
	Utilization (2023-2024)	104.0%	89.0%	76.0%
	LOS Standard	110.0%	100.0%	100.0%
	Available Seats	26	146	610
	Analysis of Reserved Capacity			
	School Level	Elementary	Middle	
	Encumbered Capacity	0	71	434
	Reserved Capacity	0	2	37
	Adjusted Utilization	105.8%	93.4%	95.0%
	Adjusted Available Seats	26	73	139
	Analysis of Proposed Development			
	Students Generated	8.477	4.263	5.537
	Adjusted Utilization	107.2%	93.8%	95.2%
	AVAILABLE/NOT AVAILABLE	AVAILABLE	AVAILABLE	AVAILABLE
	Number of Seats to Mitigate	0.000	0.000	0.000

LAKEVILLE ES	
PIEDMONT LAKES MS	
WEKIVA HS	



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 4.

Meeting Date: November 6, 2024

Department: Finance Department

SUBJECT:

Resolution Number 2024-38 Reimbursement Resolution - Emerson Park Subdivision Project

REQUEST:

Council Adoption of Resolution Number 2024-38 Reimbursement Resolution - Emerson Park Subdivision Project

SUMMARY:

The City intends to be reimbursed from proceeds of one or more future tax-exempt financing(s) for capital expenditures to be paid by the Issuer in connection with certain Projects. It is reasonably expected that the total amount of debt to be incurred by the City with respect to the Emerson Park Subdivision Project will not exceed \$3,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred to finance the costs of all or a portion of the Project.

The following are the details of the not-to-exceed amount of \$3,000,000:

Emerson Park Subdivision Project Financing	
Estimated Breakdown	Amount
Project Cost	\$ 2,032,008
Project Contingency	203,201
Debt Service Reserve Fund	300,000
Capitalized Interest	150,000
Cost of Issuance	150,000
Emerson Park - Contribution	(64,425)
Financing Contingency	229,216
Total	\$ 3,000,000
Alleyway Cost	486,886
Project Contingency	48,689
Total Alleyway Cost	\$ 535,575
Emerson Park - Contribution	(600,000)
Remaining Contribution - Main roads, Sidewalks, Curbs, & Sign Improvement	\$ (64,425)

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Adopt Resolution Number 2024-38

ATTACHMENTS:

1. Reimbursement Resolution (Emerson Park) (02770906) (002)_bws

RESOLUTION NO. 2024-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH A CAPITAL IMPROVEMENT PROJECT WITH PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, the municipal charter of the City of Apopka, Florida (the “Issuer”) and other applicable provisions of law.

Section 2. Findings. It is hereby ascertained, determined and declared that:

The Issuer has determined that the need exists to incur debt to finance the costs of all or a portion of roadway and related capital improvements within the Emerson Park development (the “Emerson Park Roadway Project”).

Section 3. Declaration of Intent. The Issuer hereby expresses its intent to be reimbursed from proceeds of a future tax-exempt financing for capital expenditures to be paid by the Issuer in connection with the Emerson Park Roadway Project. Pending reimbursement, the Issuer expects to use funds on deposit in appropriate funds or accounts to pay costs associated with the Emerson Park Roadway Project. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Emerson Park Roadway Project will not exceed \$3,000,000. This Resolution is intended to constitute a “declaration of official intent” within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred to finance the costs of all or a portion of the Emerson Park Roadway Project.

Section 4. Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

Section 5. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this ____ day of _____, 2024.

CITY OF APOPKA, FLORIDA

Bryan Nelson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney/Assistant City Attorney



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 5.

Meeting Date: November 6, 2024

Department: Finance Department

SUBJECT:

Resolution No. 2025-02: Amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

REQUEST:

Council adoption of Resolution Number 2025-02

Budget Amendment #: 2

Fiscal Year (FY) 2025

Total Amendment: **\$2,447,905** Dollar amounts may be rounded up.

SUMMARY:

On September 25, 2024, by Resolution Number 2024-33, the City Council adopted the final budgets for fiscal year (FY) 2024-2025. The City is 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:

Funding Source: General Fund Operating Reserves - Hurricane Milton Additional Expenses

Description: The City of Apopka has experienced additional expenses resulting from Hurricane Milton, including the following:

a. Structural Restoration

Additional pipe / roadway failures due to excessive water and uplifting pressure due to the Hurricane in the following locations:

- 829 Panical Drive
- 3533 Pellicle Drive
- 2849 Lust Road (canal washout)

Estimated retrofit cost is \$300,000

b. Miscellaneous Items

- Underdrain failures
- Inlet depressions

Estimated cost is \$200,000

c. Facilities Miscellaneous Items

- Debris
- Facility Repairs

Estimated cost is \$243,000

Account Number	Description	Debit	Credit
001-389-0009	Funding from Reserves		\$ 743,000
001-1120-513-9150	Transfer to Grant Fund	\$743,000	
150-381-0010	Transfer From General Fund		\$ 743,000
150-1120-513-5294	Expense - Hurricane Milton	\$662,000	
150-1120-513-5295	Debris Expenses - Hurricane Milton	\$81,000	
	Total Amendment	\$1,486,000	\$1,486,000

2. Amendment:

Funding Source: American Rescue Funds - Coronavirus Roll-over Funding

Description: The City of Apopka received funding resulting from the Coronavirus Pandemic. The Council approved the funding to be used on various projects. This is a roll-over of the estimated funding remaining for projects still underway.

American Rescue Funds-Coronavirus-Citywide LED Lighting Conversion	Citywide LED Lighting Conversion	150-1022-519-6300	\$ 431,751
American Rescue Funds-Coronavirus-City Hall Grounding and Lightening Suppression Project	City Hall Grounding and Lightening Suppression Project	150-1022-519-6302	207,083
American Rescue Funds-Coronavirus-Cemetery Improvements	Cemetery Improvements (Paving & Fencing)	150-3512-572-6300	89,865
American Rescue Funds-Coronavirus-CDBG Housing Grant additional Funds	CDBG Housing Grant-additional Funds	150-4020-554-5903	135,838
American Rescue Funds-Coronavirus-Street Resurfacing	Street Resurfacing	101-3412-541-4607	26,297
American Rescue Funds-Coronavirus-Economic Development Department	Economic Development Department	001-4022-515-3100	22,387
			<u>\$ 913,221</u>

Account Number	Description	Debit	Credit
150-334-9000	Coronavirus State - Local Recovery Funds		\$ 913,221
150-1022-519-69300	Citywide LED Lighting Conversion	\$ 431,751	
150-1022-5619-6302	City Hall Grounding and Lightening Suppression Project	207,083	
150-3512-572-6300	Cemetery Improvements (Paving & Fencing)	89,865	
150-4020-554-5903	CDBG Housing Grant - Additional Funding	135,838	
150-3412-581-9111	Transfer to Streets Fund	26,297	
150-4022-581-9101	Transfer to General Fund	22,387	
101-381-1500	Transfer from Grant Fund		26,297
001-381-1500	Transfer from Grant Fund		22,387
101-3412-541-4607	Street Resurfacing	26,297	
001-4022-515-3100	Economic Development Department	22,387	
	Total Amendment	\$961,905	\$961,905

FUNDING SOURCE:

FY2024-2025 Budget

RECOMMENDED MOTION:

Adopt Resolution Number 2025-02

ATTACHMENTS:

1. Resolution Number 2025-02_Budget Amendment #2_bws

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2024/2025 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 2024/2025 through resolution on September 25, 2024.

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 2024/2025 is hereby amended for an amount totaling **\$2,447,905** 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 6th DAY OF NOVEMBER, 2024

CITY OF APOPKA, FLORIDA

BRYAN NELSON, MAYOR

ATTEST:

SUSAN BONE, CITY CLERK