APOPKA CITY COUNCIL AGENDA

April 16, 2025 7:00 PM
Apopka City Hall Council Chambers

APOPKA CITY COUNCIL MEETING WILL BE LIVE-STREAMED ON YOUTUBE. TO WATCH, PLEASE VISIT:
https://www.youtube.com/CityofApopkaFL

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF MINUTES

1. Approval of Meeting Minutes of April 2, 2025

AGENDA REVIEW

PROCLAMATION

1. Denim Day
   Presented by: Mayor Nelson

2. International Firefighters' Day
   Presented by: Mayor Nelson

3. Autism Acceptance Month
   Presented by: Mayor Nelson

PRESENTATION

CONSENT (Action Item)

1. Execute Release of Code Enforcement Lien for South Washington Avenue

2. Execute Release of Code Enforcement Lien for 306 South McGee Avenue

3. Authorize the execution of piggyback contracts for the assigned terms: Mercon Construction Company, MSC Industrial Supply Co., Knonica Minolta Business Solutions USA, Inc.

4. Accept the disbursement report for March 2025.

5. City of Apopka FY2025 Budget-to-Actual for the Six-Months Ending March 31, 2025.

BUSINESS (Action Item)

1. Plymouth Harbor - Major Development Plan
   Owner(s): Plymouth Harbor, LLC
   Applicant(s): Geoff Summitt, P.E.
   Location: West side of Plymouth-Sorrento Road, north of Bailey Hill Road
   Project: Plymouth Harbor
   Tract size: 40.55 acres

Unit count: 86 single-family units
Density: 3.5 dwelling units per acre, 2.16 dwelling units per acre proposed
Project Manager: Bobby Howell, AICP

2. Fourth Amendment to Development Agreement Kelly Park Property

   Presented by: Clif Shepard, City Attorney

3. Award contracts for ITB 2025-A-146: General Contracting Services to: DC General Contractor, Inc., All American Building Structures Contractors, Inc., William Construction & Development, Inc., SkyBuilders USA, LLC., APD Constructions, LLC., Associated Cost Engineeris of Delaware, Inc., Comp Environmental, Inc., William Medley Construction, Inc., Carr & Collins, Inc., Blalock Building Company, Inc.,

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 3072 Charter Amendment Changes

   Presented by: Cliff Shepard, City Attorney

2. Resolution No.2025-16 Adoption of Final Special Assessment Emerson Park Subdivision
   Resolution No. 2025-17 Adoption of the Funding Agreement, Construction Easement, and Dedication Agreement.

   Presented by: Blanche Sherman, Finance Director

3. Resolution No. 2025-18 - FDOT Contract No. AT283 - FPN: 244296-2-78-03

   Presented by: Michael Ortiz, Street & Stormwater Superintendent

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 April 2, 2025 at 1:30 PM, in the City of Apopka Council Chambers.

Present:

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE: Commissioner Smith provided the Invocation, led in the Pledge of Allegiance, and gave the Fact of the Day: On April 2, 1917, President Woodrow Wilson asks Congress to send U.S. troops into battle against Germany in World War I. In his address to Congress that day, Wilson lamented it is a fearful thing to lead this great peaceful people into war. Four days later, Congress obliged and declared war on Germany.

In February and March 1917, Germany, embroiled in war with Britain, France and Russia, increased its attacks on neutral shipping in the Atlantic and offered, in the form of the so-called Zimmermann Telegram, to help Mexico regain Texas, New Mexico and Arizona if it would join Germany in a war against the United States. The public outcry against Germany buoyed President Wilson in asking Congress to abandon America's neutrality to make the world safe for democracy.

EMPLOYEE RECOGNITION

1. Service Pin Awards – City Employees.
   Presented By: Joseph Patton, Human Resources Director

   Joe Patton provided years of service pins to present employees with a brief description read of each employee.

APPROVAL OF MINUTES

1. Approval of Regular City Council Meeting Minutes of March 19, 2025.
2. Approval of City Council Charter Amendments Workshop Minutes of March 19, 2025.

   a. Mayor Nelson asked if anyone had any questions about the set of minutes. **Commissioner Nesta** said on he Council Minutes for March 19th, page 4, he wanted to add in that there was some dialog after Mr. Momtaz agreed to start on April 28th to provide more time for his projects to be completed. He wants to make sure that it was referenced that he asked a question of the Mayor if he felt that it

was inappropriate for Mr. Momtaz to be starting while he is overlooking his own projects and the Mayor stated No. He said on the Workshop Minutes, page 8, in reference to the timelines and discussion. The information regarding the timelines needed to be added. We needed to have first reading today which is obviously not on the agenda and the second reading in the second meeting in April, which is obviously not happening. It states specifically that those meetings and those approvals would be for the November Election, which it would've actually been for the July Election is what the Supervisor of Election Office has said. It wasn't to approve for a November Election, it was to approve for a Special Election in July.

b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the two (2) sets of minutes with those changes.

c. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Velazquez** to approve the two (2) sets of minutes with those changes.

d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

PROCLAMATION

1. Art and Foliage Festival
   Presented by: Mayor Nelson

   Mayor Nelson presented the proclamation to the Apopka Women's Club recognizing them for sponsoring and hosting the Art and Foliage Festival for the last 63 years. He proclaimed that April 26th and April 27th as Art and Foliage Festival Weekend. Joann Castillo from the Apopka Women's Club came up, spoke and gave thanks to the City for all their support and provided details about the upcoming Art and Foliage Festival.

PRESENTATION

1. Art and Foliage Festival
   Presented by: Landra Wormack, Community Relations Specialist Orange County Tax Collector's Office

   Landra Wormack gave a presentation regarding Real ID Compliance. She advised that there is a star on your driver's license that indicates that you are real ID compliant and if you do not have that star then you are compliant and will not be able to enter some federal buildings or you will not be able to board an aircraft. You need that real ID compliance and will need to go to the Department of Motor Vehicles to obtain it.

2. Day of Service: Giving back to the Community
   Presented by: Mayor Nelson and Pr. Andrew Moreno with Forest Lake Academy

   Pastor Moreno spoke about a Day of Service which occurs twice a year where the students from Forest Lake Academy come out and donate their time of service for projects and it teaches the students to live a life of service not just at school but beyond school. Some of the students came up and spoke about the program and how it impacts them in a positive way.

3. City of Apopka's Meter Replacement and Maintenance Program Update
   Presented by: Gabrielle Carter, Utility Program Supervisor and Blanche Sherman, Finance Director

   Gabi Carter said she has been managing the meter replacement and maintenance program. She provided a background and status on the program and what they are planning to do in the future. The program started with a pilot on October 31, 2024, involving ten meters with the pilot success the official program began November 2024. Aquameter was the contractor used and they were provided a master list of 2900 meters exceeding the program goal of approximately 2600 meters to account for any data inaccuracies within the Edmunds system or meter issues that could cause what's called skipped meters. The meter review process replaced any meter with a serial number below 75 under what's called the water meter exchange as they were deemed age. During the replacement, the contractors also reprogrammed or installed new flex nets. For meters not deemed age, contractors only reprogrammed the existing flex nets on site or installed a new flex net as needed, which is referred to as a water meter retrofit. There are a couple of outliers, if a meter was significantly damaged, they replaced it regardless of the age of the meter.

   The flex net is a two-way private radio network used to remotely manage reliable data. It's comprised of three major components. The smart point which is your flex net, bay station which is your radio signal and the RNI Program which is Edmunds or Census Analytics which provides all of the data.

   There were several skipped meters but there are several reasons as to why. Some of the reasons are that we have incorrect information, when they went out to the site, maybe the meter number that we have doesn't match what is on site, they did not touch them and the City will evaluate them, galvanized piping, contractors unable to locate the meter, extensive trees and bushes that are preventing access to the meter, frozen curb stops or direct tie ins, all of those will be handled internally. The reasons why there's so many aged meters are due to advanced meters coming out with newer models, since 2020 there's been massive delays in receiving inventory, the need for additional bay stations due to increased development, and having to split the inventory on hand between repairs, general maintenance and new construction. They are trying to catch up but at the same time they are trying to do the best they can as fast and efficiently as they can in order to fix the issue.

She spoke of future plans and said that 2900 meters have been reviewed for either the water meter exchange or the water meter retrofit. About 1100 meters were exchanged (replaced) and there was 1100 meters that were retrofitted (their flex net was reprogrammed). In total 647 meters were skipped. Those are being handled internally. For FY 25-26, utility maintenance will be requesting funds to run this program again as they are able to focus stickily on the meter whereas City staff does everything. City staff works on fire hydrants, leaks, damage, everything. The contractor will be able to focus 100 percent on the meters.

Blanche Sherman, Finance Director, spoke on the utility billing and the customer impact. At the beginning of the program there were several notifications were sent to customers via City newsletter, the utility billing newsletter, and City's website. They provided a list of the subdivisions that would be impacted by the program, doorhangers were placed for the meters that would be replaced, letters were sent to customers for advanced notice of high-water consumption when mid-month readings were received, and also an advanced notice on the customer's bill. She said that estimated bills are generated by several different factors. Some of the factors are that a flex net has not been installed where it can be digitally transmitted to the utility billing for recording. This usually occurs with new construction because the flex net hasn't been installed until the building accounts have been transferred to the homeowners or the rental company. Other factors are that the property is located outside a radio tower signal, the flex net wire may be damaged, or the data within the billing system is pending updates.

As a result of the meter replacement and maintenance program there has been a decrease in amount of estimated billing. Between October thru March approximately the amount of estimated bills decreased by 29 percent. Customers with estimated bills received a notice on their bills stating its an "estimated bill" until its specified as an "actual read". Meters are read electronically on a weekly basis. There may be times when a meter reading is not available due to several reasons already explained. If the meter reading is not available the system will generate an estimated reading. Estimated readings are based on consumption used during the same period from the previous year. If a bill is estimated an "EST" will be shown next to the readings and estimated will be displayed on the payment coupon. Regarding the bay stations, the current locations are Lent Road, Fire Station 1, and Harmon Road. The replacement of the Harmon Road bay station will start April 8th, 2025. She spoke about the addition of other bay stations as well. She spoke about the additional employee positions added and filled to fulfill this meter replacement program.

Commissioner Anderson asked if there is still a delay with the bay stations? **Blanche** responded that the two bay stations that were budgeted have been received. One will be installed next week replacing the one on Harmon Road. The other will be placed in Orange County and an interlocal agreement will be put in place. Commissioner Anderson asked if there's enough meters currently in our inventory? **Gabi** responded no. The inventory is split between new construction and replacements / maintenance.

Mayor Nelson spoke about the contractors moving the meters around and it not reading to utility billing. **Gabi** advised that they have put house numbers on the meters now and if meters are moved to a different house then the contractor is issued a $500 fine.

Commissioner Velazquez asked about the 6,000 meters that were discussed when working on the budget. She asked how many out of the 6,000 have been completed? She asked how many of the developments that were on the list have been completed? **Blanche** said the number has gone down to approximately 4,800 meters. She said we have funds in the current budget. This is Fund 401. What is being shared with you all is that next year Gabi is going to request the same amount of funding, possibly more.

Commissioner Nesta said that's the fund that running into a severe deficit. **Blanche** said we cut funds from the Fund 401 budget and did a rate increase.

Commissioner Smith asked if there's available meters for the City to purchase? **Gabi** advised yes. When she's able to order more, she is watching and placing the order. She said the supply warehouse is overloaded due to demand but when she can order and get a shipment she requests it.

Commissioner Nesta asked questions regarding the skipped meters. He asked if staff is able to check the backflows when they are out repairing or replacing meters. **Gabi** responded that the backflows are the responsibility of the citizens. The only responsibility that the City has is to make sure we maintain a program and we send out letters reminding individuals that they need to test their devices. She said if the City doesn't receive a test from the citizen then yes, the City will test. We have a contractor that is helping implement backflows and we put them on there regardless if we do not receive a test from a resident. **Commissioner Nesta** asked if the City is not flowing what we are supposed to, whether the resident does it or not we are the ones getting fined correct? **Gabi** responded correct. **Commissioner Nesta** continued. He asked regarding new builds, we are sharing all inventory with what needs to be going to our current residents with our new builds? **Gabi** said that's correct. **Commissioner Nesta** asked if we could require the developers be responsible for ordering their own and not COs until they do. **Gabi** said she wouldn't recommend it. It would be an inventory and data nightmare. They are already moving the City meters when we have them marked. She said the City can run a pilot on one of the smaller subdivisions and see how it works out but she's worried about the data part. **Commissioner Nesta** spoke about the estimated bills and residents receiving extremely high bills and how its continuing to happen. **Blanche** responded that this is the result of a bill being estimated over a long period of time. Per the Ordinance in place we are allowed to retro bill. As a relief to the customers, what we can offer them is a payment plan over a 12-month period. Additionally, the consumption is billed at the lowest rate. **Commissioner Nesta** asked if a customer has an extremely high bill, even if offered a 12-month payment plan they will have that amount to pay on top of their current bill. He asked if the City is offering any other additional payment plans? **Blanche** said it's taken case by case and the

City is working with these residents individually. He has questions regarding if the meter isn't reading properly and asked for clarification of how that bill would be estimated. **Commissioner Nesta** said having a master list of what meters have been modified and what meters have been replaced, timelines for all, and that all of this gets documented. **Blanche** said this is being done. **Commissioner Nesta** asked for clarification on the number of meters that are deficient and asked if this number is expected to increase? **Blanche** said the number is only going to continue to decrease. With the program there was a slight increase with the trip meters, but it's expected to go down as well.

4. Border Lake Update (Short term and long-term solutions)
   Presented by: Bryan Nelson, Mayor

   Mayor Nelson said as an update for the short-term Orange County staff is working on securing the emergency permit. They have also set up the gauge board in each of the lakes to monitor the lake elevations. Apopka's staff has secured the approval of all the residents for the right of way assigned by each relevant resident. The City is now working on the last signature from Lumen. The City and City Attorney are working on a short-term agreement with Lumen. The Apopka Street and Storm crew have dredged the bottom of the HOA pond to help with the upcoming pumping and to restore the original pond volume which is the one on Blue Lake. The connecting pipes have been inspected to make sure they're able to be used. Sediment controls has been done in the retention ponds. All the lakes will be pumped down to preceptive seasonal average elevation of the last 4 years. As a reference, Border Lake will be pumped down approximately three feet. Lake Jackson, McDade and Piedmont Lakes will vary between 1 and 2.5 feet. Apopka's staff used the funding approved from the previous City Council Meeting for the pump rentals and fueling. Orange County has scraped the bottom of the pond that is next to Wekiva Village giving it more capacity and better percolation rate. Once the permit is secured we can expect to start pumping within a week for 24/7. The residents of Piedmont Lakes requested in to pump 24/7 instead of for only 8 hours. Regarding the grants. There's two. One is the Apopka Wekiva Springs Region Aquifer Recharge and Flood Protection. For the timeline it was submitted in January 2023, approved by the Legislature in May 2023 and signed by the Governor in June 2023. The funding is currently being implemented. He made note that this request was submitted previously by the Florida Legislature on Mayor's behalf in 2019,2020,2021,2022, before finally approved and appropriation in 2023. Regarding the design, is to construct a permanent stormwater treatment system to reduce flooding from Lake Page, Pleasant, Border, Cortez, Piedmont, Blue, Jackson and McDade. In addition, modern water quality pretreatment will be installed to significantly reduce nitrogen, phosphorus, and other pollutants in the stored stormwater prior to the use for irrigation and ultimately the discharge back into the aquifer. It's a joint partnership the City of Apopka, Orange County, hopefully we will have Seminole County, DOT, and St. Johns Water Management to all share in this system. The Second is a County Grant is the Apopka Wekiva Springs Region Alternative Water Supply and Flood Protection. That was requested in July 2023 recommended for funding in July 2023. Application was submitted

in August 2023, clarifications and completed in November 2024, and notice done in March 2025. Once the 30-day posting of notice has been met we will continue with the funding process. The first grant is a State share of $2.5 Million dollars with a local match of $2.5 Million dollars and the second grant is a Federal share of $3,750,000.00 dollars with a local match of $3 Million dollars, with a total of approximately $7 Million dollars to go toward the flooding at Border Lake and surrounding lakes.

In reference to the long-term solution. The City is working with Lumen and with Utilities Inc. There is a midterm solution and a long-term solution. The midterm solution is for Lumen to give the City .5 acres which then would help them to be under the 50 acres (small scale amendment). The City would then put a pump station on the east most side of Border Lake which is still Lumen property and the City would tie it into the Utilities Inc's line. We would take the excess water off Border Lake put it into that 16-inch pipe and run it out to the City's wastewater plant at Cleveland Street. The long-term plan is for the City to run its own pipe, so an added pipe in that area (Altamonte Springs pipe, Utilities Inc pipe, and then now the City's pipe) for drawing down the water from Border Lake. That is the hope. Lumen seems to be on board and we are hoping to get the short-term agreement sometime this week and then the long term we still need to work on the agreement for that.

Commissioner Velazquez requested copies of the information that the Mayor read. She questioned if the wastewater plan at Cleveland Street has the capacity to take on the water that we would be transferring there? **Mayor Nelson** responded this will not be until next year. **Commissioner Velazquez** asked what the short-term plan? **Commissioner Nesta** asked whether we do or we don't have room for the excess water? Mayor Nelson asked for **Diana** which advised for the long term plan we will be using the Cleveland site and there will be an expansion of that plant and a larger retention pond that can accommodate the amount of water that the City will receive. At this time, they do not have the numbers yet and no construction has started at the plant as they do not know how big the pond needs to be. The City has the area to do so though. Mayor asked Diana an approximation of how many gallons of water there is to remove. She said approximately 35 Million gallons of water that has to be removed.
Mayor Nelson asked how much water storage do we currently have without including Golden Gem?
Vladimir Simonovski, City Engineer said at there's approximately 55 Million gallons storage at the southwest which is behind the wastewater treatment plant. It's still under construction, and not active right now, but it will definitely help with the long-term solution there. Three to four feet of water being taken from Border Lake over a year will equal 35 to 50 Million Gallons of water a year. That will be satisfactory to be able to move that water.
Mayor Nelson said the goal is to get to one billion gallons of storage which is what we need for one year's worth of reclaimed water.

Commissioner Smith asked that once we get the agreement with Lumen will the City at that time put the pumps in to begin pumping the water? **Mayor** responded yes, that's immediate. The temporary pump station will be in a different place than the permanent one. The temporary pump station will go to a marsh land and will be placed to the west of the permanent pump station. The permanent pump station will be behind the Walmart Neighborhood Market because that will be close to the line coming from Utilities Inc.

Commissioner Nesta said the total cost just for the pumps are approximately $60,000 dollars. **Diana** said yes close to $60,000 dollars. **Commissioner Nesta** asked if we will have a third-party monitoring and refueling all of the pumps? **Diana** said that it will be the same vendor that is providing the pumps and hoses. There is not an exact cost yet. **Commissioner Nesta** asked what the timeline is to implement the project that was agreed on? **Diana** responded as soon as all the paperwork has been turned in, St Johns Water Management District Staff has indicated they can issue a permit to us within 24 hours as an Emergency Operations Permit. As soon as the permit is in hand, the City will proceed immediately. **Commissioner Nesta** asked if Orange County is handling the permitting process? **Diana** responded, that is correct. **Commissioner Nesta** asked who on staff is securing the efforts for the long-term plan? **Diana** said it will be the new City Engineer and Da Huo, the Utilities Design Manager. Once the City has all the permits in hand it's a matter of construction, construction contracts and negations with the contractors and getting the funding. **Commissioner Nesta** asked if there has been an agreement put in place between Orange County, Seminole County, FDOT, St Johns, to help fund any of this? **Blanche** responded there is no agreement yet, but it's being worked on. We are trying to secure the local match. Next year will depend on when we secure the funding, get the grants secured, get the local match secured, and get the permits. None of the grants have been issued to the City officially, but we are in the process. We are anticipating receiving the grants. **Commissioner Nesta** said regarding the local match, what if no municipality wants to share in this project? Or what if they do and it's a less than preferred amount? How are we going to pay for this? **Blanche** responded that's a conversation that we will have to have. This is a stormwater project and stormwater does not have those funds. The only fund that has adequate reserves is the General Fund. **Commissioner Nesta** asked if the City has a timeline for Golden Gem? Any funding requests? Anything? **Blanche** responded it was talked about and with the rate study the City was going to try and factor something in there to help with the Golden Gem repair. She recently spoke with our consultant and the Golden Gem repair is being factored in. We are trying to incorporate that into the five-year rate plan.

Mayor Nelson said we are looking at Golden Gem legally too. There was a problem with installation and or the fabric. We have a consultant looking at both the installation and the fabric to see if it was installed property.

Commissioner Velazquez asked if the City has agreements with the St. Johns Water District for the long term? **Mayor** responded no. They haven't said it was out of their

realm, but they would love to have that in their reclaimed system. They would rather it go into our plant rather than going into a drainage well. Drainage wells are their last option.

Commissioner Nesta said currently we do not have the capacity for this, in our current state we cannot do this today? **Glenn Brooks, Water Resource Manager,** said regarding the plant. The plant is permitted for 8 Million gallons of water a day. We are taking 3.7 Million Gallons a day in the plant currently. On the permit, between both plants that we have 8 Million Gallons a day.

Commissioner Velazquez asked what is the actual number of water storage that we have currently, not including Golden Gem? **Glenn** responded Vlad said 50 Million Gallons that would be taken off so we would have 900,000 gallons a day that would be coming of extra reclaimed water. He thinks they can handle that if the water is treated. **Commissioner Velazquez** asked where the water is getting treated? **Mayor Nelson** said the long-term solution is that it will get treated at Border Lake.

Commissioner Nesta said we would need new property at Border Lake that we own for our plant correct? A treatment plant of some kind at Border Lake? **Vladimir** responded yes, its going to be a smaller pumping station that will have a filtration system with it. **Commissioner Nesta** said this is a multi-million-dollar project and multi-year project correct? There was no response.

Commissioner Anderson said she thinks that this is a step in putting the different parties together so that a long-term solution can be reached. She feels like there is a plan in place that of course can change, and there can be delays, but at least there is a plan in place.

CONSENT (Action Item)

1. Authorize the execution of contracts/ extensions for the assigned terms: Premier Lawn Maintenance, LLC.
2. Authorize the execution of piggyback contracts for he assigned terms: Lake Jem Farms, LLC, and Lowe's Home Centers, LLC

   a. **Mayor Nelson** asked if anyone from the public or the Council had any questions about any items on the Consent Agenda items or if anyone needed to pull any of the items.
   Commissioner Nesta said he would like to pull item #1. He would like to discuss that item.
   b. Hearing no further questions or comments, **Mayor Nelson** asked for a motion to approve the one (1) consent agenda item.
   c. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Smith** to approve the one (1) consent agenda item.

d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

3. **Discussion:** Authorize the execution of contracts/ extensions for the assigned terms: Premier Lawn Maintenance, LLC.

   Blanche Sherman, Finance Director said Commissioner Nesta had questions regarding this item. This item is a contract extension for six months with Premier Lawn Maintenance, LLC. State statute allows us to do this. The expiration date was March 26th but according to our legal counsel and their opinion we can still proceed with the contract extension. **Commissioner Nesta** asked Attorney Shepard. If this contract expired last week, it wouldn't be an extension of a contract, it would be a renewal of a contract? **Attorney Shepard** said no. We looked at this based on the purchasing statutes that apply and the City's purchasing policy and you can extend it, no problem. **Commissioner Nesta** said so the extension starts from last week and we are covered contractually under all of those provisions? **Attorney Shepard** said yes, we are.

   a. **Mayor Nelson** asked for a motion to approve the authorization of the execution of contracts/ extensions for the assigned terms: Premier Lawn Maintenance, LLC.
   b. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Velazquez** to approve the authorization of the execution of contracts/ extensions for the assigned terms: Premier Lawn Maintenance, LLC.
   c. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

BUSINESS (ACTION ITEMS)

1. Severance Package for Jacob Smith Effective March 21, 2025.
   Presented by: Joe Patton, Human Resources Director

   Mayor Nelson said the item #7 is going to be moved up on the agenda (Severance package for Jacob Smith Effective March 21, 2025). The Labor Attorney is ready for this discussion.

   Joe Patton said the Mayor asked for him to bring the severance package for Jacob Smith before the Council to review and vote on. Jeff Mandel the Labor Attorney was present online to answer any questions regarding the employment contract.

   Commissioner Nesta asked why this contract is before the Council at this point?

Mayor Nelson said this isn't what I was looking to do but there are some things that are inaccurate. He said that he was made aware of an editorial written by Jacob Smith in the local tabloid and I'll quote a portion of his email that states in Jacob's own words:

"As for the DOGE letter email, I'm not sure what that refers to. I receive over a hundred emails daily and if it was a letter I never received it. If it was an email it may have been blocked by our spam filters. If I somehow missed it, the Mayor receives the same correspondence from the State or the League of Cities that I do. Usually I get a follow up email for any urgent matters with deadlines but I never received anything of that sort. If this DOGE email is legitimate and the Mayor was aware of it why didn't he simply ask me about it? I would've likely responded, What DOGE letter? And we could've figured it out. Just like I handled everything else".

Mayor said his statement to that editorial is this. First let me be clear that relieving Jacob of his duties by a lack of communication was not my idea of the way I'd hoped this would end. My goal was not to hurt him in any of his requests for another government position. With lack of communication as a reason he could explain his way out of being released from Apopka without losing credibility but this editorial forces me to respond to his inaccuracies. I was not trying to ruin his career but it became evident early on that he wasn't capable of running a City the size of Apopka. Now to his quote about the DOGE email here are the facts. 1. Neither myself or Blanche Sherman, my finance director ever received the DOGE emails from either the Governor's Office or the League of Cities. 2. I found out about the letter from a State Political Blog that had nothing to with internal communications. 3. Jacob received the Executive Office of the Governor DOGE at 6:34 pm on March 18, 2025. Jacob read the email from 8:02 to 8:04 am on March 19,2025. At 8:04 am on the 19th he tried to google DOGE but was unsuccessful. After trying to google DOGE, he deleted the EOG email. On March 19, 2025 at 11:35 am, the Florida League of Cities email about the importance of the DOGE email was delivered to his in box. At 11:38 am on the 19th, Jacob opened and deleted the League of Cities email. That's what happened.

Commissioner Velazquez requested a copy of what the Mayor read to be given to all the Commissioners. She said that when Jacob was terminated on Friday, in less than ten minutes the news went out. She said she contacted Jacob on Friday evening because she was stunned by his termination. She asked him if he knew why he was terminated and what was the reason. He gave his version which was that the Mayor walked into his office and simply said to him you're done. He said for ten minutes he was trying to ascertain why he was being terminated and what was going on? The Mayor did not tell him why he was being terminated. He was unaware of the DOGE or the EOG. That only came to light, three days later, when the Apopka Chief published an entire article, that the Mayor had shared why he had terminated Jacob. Commissioner Velazquez said she had written emails to the City Attorney because she feels that as elected officials we must conduct ourselves in the highest standard.

She feels that the City Administrator was not given the courtesy, the respect, or the civility of letting him know on Friday when he was going to be terminated, why he was going to be terminated. His termination has been playing out on social media, at the Apopka Chief, at the Apopka Voice and that is her concern. The message that we are sending to our staff is if they do not do something, if they are not aware of something, that they will be fired. A few months ago, I asked Human Resources to provide me a list of our personnel that has left the City employee. I received 19 pages since 2018. 40 percent were seasonal but many have been long term employees here, many have resigned, many have left because they retired. A few have reached out to some of us to tell us the real reason why they left. I think its time that we conduct ourselves in the highest standard. We should not be terminating employees and then going out to social media and newspapers to give them the reason why we're terminating them or why the Mayor's terminating them. The City Administrator deserved a much more civil termination and now we have in front of us his severance package. We have a contract for him so we need to honor his contract. It is a contract.

Commissioner Nesta said now, yesterday, tomorrow, he will not be making any comments on the status of an employee. He asked Dr. Patton, with industry norms, of handling employees there's usually best practices that we put into place. Starts with if there's any type of infraction that you feel has occurred, a verbal warning of some kind or discussion. Did that take place? Or do you have a date of that discussion?

Commissioner Anderson interjected saying that she wants to make sure that Council is not putting staff in a position because that is not fair. She said we are all aware that the Mayor made a decision. Some agree, some disagree about how things were handled but she wants to make sure that Council is not going to put another staff member in a position to answer questions about someone else's actions that has nothing to do with them.

Dr. Joe Patton responded that he couldn't answer that because he wasn't aware of anything until Jacob called him down to his office and said the Mayor had let him go.

Commissioner Nesta said regarding the employment contract, it's a contract and he isn't sure why Council has it in front of them. It needs to honored and they shouldn't have to revote on it. He didn't feel like it should be appropriate to vote on it. **Attorney Shepard** said to defer to the Labor Attorney. **Jeff Mandel** advised that he agrees to what Commissioner Velazquez that it is a binding contract and one that the City should honor.

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

Dr. O spoke about emails and voicemails that she had sent and left for Jacob Smith in the past and never received responses back. She said she confronted him about this as well and his response was that voicemails and packages have been coming up missing and he knows who's doing it. However, he continued to ignore her emails which after investigating she got with IT to discover that he received all her emails and they were all unread.

Leroy Bell spoke about the DOGE letter and the questions that needed to be responded to by April 8th. He spoke of the forensic audit and how the City needs one.

Rod Olsen, 3156 Rolling Hills Ln, spoke about how director positions should be a group decision, not a Mayor decision regardless of who the Mayor is. He feels it should be something that is decided on by a team. He said his experience with Jacob was superior and that he responded back to him and felt he was outstanding.

Sylvester Hall spoke about what he speaks on about normalizing the abnormal and becoming desensitized from the truth.

Virginia Street, Palm Vista Dr, spoke about the City's Human Resources Department and the City should have processes and guidelines in place. People shouldn't be fired without cause and if they employee was showing signs of not being able to perform their job then they were able to be placed on an improvement plan before termination. She said nobody should learn their reason for termination by social media or the newspaper that they should be given an explanation when terminated. She requested that something be put in place in Human Resources to protect the employees.

2. Willow Run - Plat
   Presented by: Jean Sanchez, Senior Planner

   Jean Sanchez said this is a request to approve the Willow Run Plat. The subject property is located on the southeast corner of Plymouth Sorrento Road and Appy Lane. The Plat is to create 110 single family lots, two stormwater tracks, four landscape buffer tracks, three open space tracks as well as six maintenance and access easements. The recommended motion is to approve the Willow Run Plat. Staff and applicant were available for questions.

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

      Rod Olsen spoke about the issue of infrastructure within the City. He said the new development needs to stop and two of our schools are over capacity. Development only increases the over capacity issues.

Sylvester Hall spoke about putting a halt on new development and fixing issues within the City. He suggested the City fix the road issues and issues with infrastructure within the City.

Dr. O spoke about the two dwellings per acre and that she hopes it stays as planned and doesn't get altered. She was not opposed to this development.

b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Willow Run- Plat.

c. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Smith** to approve the Willow Run- Plat.

d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

3. Eden Crest Phase 1- Plat
Presented by: Amer Hamza, Planner

Amer said this is a request to approve the Eden Crest Phase 1 Plat. The subject property is located east of south Binion Road and north of Boyscout Road. The property has a future land use of residential low and has a zoning of PD. Phase 1 consists of 184 lots and phase 2 consists of the remaining lots totaling 300 lots. The recommended motion is to approve the Eden Crest Phase 1 Plat. Staff and applicant were available for questions.

Commissioner Nesta said this will connect on the north side to Maudehelen. Amer said correct. There're no gates, it will be full access. Commissioner Nesta said on the south side of this project, we've had residents on Boyscout Road dealing with an easement, access easement. This easement is in Orange County but he would like assistance in getting this resident the help they are needed to resolve the problem.

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

Leroy Bell, Maudehelen, spoke about HOA and questioned when was his HOA notified of this project. He spoke about the subdivision entrances and draining issues. He mentioned that Clear Lake Estates had the same issues and those still haven't been resolved. He requested that the development be paused.

Sylvester Hall questioned if this developer was the same which was Paulucci and this is not the same developer. He welcomes new development but builders have to take into consideration the affects of that local community and traffic.

Virginia Street spoke about having a moratorium. She spoke about this development being a large development and we need to halt the development. She questioned when something is going to be done. The City doesn't have the schools or the water issues under control to handle more growth.

Rod Olsen spoke again about the growth and adding more residents and students and we have schools that are already over capacity.

Luke Classon, Appian Engineering said when they were working on this project in the beginning and did the PD rezoning they held a community meeting. They reached out to Maudehelen. There are two roads that were stubbed out in the Maudehelen subdivision. To the south there's Johns Road and another road that is currently a roundabout to the south for future connectivity. In coordination with Maudehelen we held a community meeting, met separately with the HOA and residents specifically on that round about and they just asked them to please not connect. The agreement that we made with Maudehelen was that we would not connect the roundabout. We would only connect to Johns Road. The reason we did that for that agreement is if you go up Johns Road there's no houses where Johns Road connects to the main entrance to Maudehelen to the west before it connects to Binion Road. There's only an open space park area. We offered to gate that connection, but it's a public right of way and we were told that we cannot.

Commissioner Nesta asked for the dates that the meetings were held with the community. Luke said he would provide him with the dates.

Luke Classon, Appian Engineering continued, regarding Commissioner Nesta's question regarding the access on the south. When we originally did this project and we did the title report there was a 7.5-foot-wide easement along the southern boarder which is south of our proposed access off of Binion Road. That 7.5-foot strip ran over three properties. It was 550 feet long. The actual dirt road is split on the property boundaries that's why its only 7.5 feet wide. It's a 15-foot area/ easement. Those four properties right now they access off that dirt road. We looked and saw that the actual use for the dirt road was around 1300 linear feet. We provided an additional 880 feet of a 7.5-foot strip. We considered not only what the existing easements and the rights were. We extended that strip from the Binion right of way to make sure that everyone can still continue to have the existing access that they had pre-development. We moved the retaining walls outside of that so there's nothing within that 7.5 feet. Additionally, there were communications between the developer and homeowners off the dirt road and a hold harmless letter was drafted that he said he would provide to the Commissioners showing the residents did not want to give access to their property and or having the dirt road milled. He offered to send the Commissioners the traffic report as well.

Commissioner Velazquez had questions regarding phases and how many lots and total lots for the both phases. **Bobby Howell** provided clarification that Phase 1 is 184 lots and with Phase 2 there will be a combined total of 301 lots.

b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Eden Crest Phase 1- Plat.
c. **Motion** by **Commissioner Anderson** and seconded by **Commissioner Velazquez** to approve the Eden Crest Phase 1- Plat.
d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

4. 4101 Golden Gem Road – Major Development Plan
Presented by: Jean Sanchez, Senior Planner

Jean Sanchez said this is a request to approve 4101 Golden Gem Road Residential Major Development Plan. The subject property is located east of Golden Gem Road and North of the neighborhood district overlay of the Wyld Oaks Development. This overlay permits a maximum of 198 residential units to be constructed in the single phase. The recommended motion is to approve the 4101 Golden Gem Road residential major development plan. Staff and applicant were available for questions.

Commissioner Nesta questioned if there is going to be alleyways for this specific project. **Jean** responded no not for this project. Commissioner Nesta asked questions regarding the green spaces and how they are meeting those requirements. **Jean** provided a detailed explanation and also said that it will be brought before Council again to provide an update.

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

Rod Olsen, 3156 Rolling Hills Lane, spoke again about the number of units that will create more residents and increased number of students to the already overcapacity school. He requested a moratorium again.

Sylvester Hall spoke about approving new projects and to make sure that we are looking at transportation and roadways also. Those are also very important items to look at. In addition, the schools and overcrowding.

b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the 4101 Golden Gem Road Major Development Plan.
c. **Motion** by **Commissioner Smith** and seconded by **Commissioner Anderson** to approve the 4101 Golden Gem Road Major Development Plan.
d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

5. Parks and Recreation Professional Services Agreement – Amber- Leigh's Aquatics
   Presented by: Radley Williams, Recreation Director

   Radley Williams said he's seeking approval from Council to execute a professional services agreement with Amber Leigh Aquatics to continue swim lessons at the Camp Wewa pool. Amber Leigh Aquatics conducted the swim lessons in 2024 and would like to continue the growth of the program. He requested approval of the Council.

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

   Commissioner Nesta gave thanks to Radley for putting in the agreement like he requested previously and it being filled out in its entirety.

   b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Parks and Recreation Professional Services Agreement – Amber- Leigh's Aquatics.
   c. **Motion** by **Commissioner Anderson** and seconded by **Commissioner Velazquez** to approve the Parks and Recreation Professional Services Agreement – Amber- Leigh's Aquatics.
   d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

6. Approve a negotiated contract for RFQ 2023-A-18: Construction Manager at Risk (CMAR) for a New Public Safety Facility to H.J. High Construction.
   Presented by: Blanche Sherman, Finance Director

   Blanche Sherman said the item before Council is a request for approval of the negotiated contract for RFQ 2023-A-18. The contract is with H.J. High Construction. The process was started several months ago and now they are ready for the CMAR. The negotiated amount is $338,000 dollars with a ten percent contingency that brings the total to $372,000 dollars.

   a. **Mayor Nelson** asked if anyone had any questions or if anyone from the public wanted to speak about this item.
   b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the negotiated contract for RFQ 2023-A-18: Construction Manager at Risk (CMAR) for a New Public Safety Facility to H.J. High Construction.
   c. **Motion** by **Commissioner Anderson** and seconded by **Commissioner Smith** to approve the negotiated contract for RFQ 2023-A-18: Construction Manager at Risk (CMAR) for a New Public Safety Facility to H.J. High Construction.
   d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

7. Multifamily Affordable Housing Developer's Agreement for School Impact Fee Exemption for Southwick Commons by and among Orange County, Florida (a charter county), The City of Apopka, Southwick Commons, LTD, and the School Board of Orange County, Florida (OCPS).
   Presented by: Bobby Howell, Planning Manager

   Bobby Howell said the developer of Southwick Commons, LTD is seeking approval of the Developer's Agreement for a school impact fee exemption. This agreement is by and among Orange County, Florida (a charter county), The City of Apopka, Southwick Commons, LTD, and The School Board of Orange County, Florida (OCPS). Orange County Code, provides a payment of all or a portion of school impact fees may be exempted for housing that meets or exceeds a definition of affordable pursuant to Florida Statutes. Total amount of school impact fees exempted under this agreement is $1,296,192 dollars. The recommended motion is approval of this agreement. The legal representation for Southwick Commons was present for questions.

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

   Commission Nesta asked for confirmation that this is not impact fees to the City of Apopka, it's impact fees to Orange County Public Schools? **Bobby** responded, that's correct.

   Rod Olsen spoke about OCPS claiming to need money but they approved this agreement. He said the schools are already underfunded.

   Dr. O asked for clarification of Multi Family versus Multi Levels of Need. She does not agree that funds be waived for all the families that their needs to be a sliding scale based on the levels of need.

   b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Multifamily Affordable Housing Developer's Agreement for School Impact Fee Exemption for Southwick Commons by and among Orange County, Florida (a charter county), The City of Apopka, Southwick Commons, LTD, and the School Board of Orange County, Florida (OCPS).
   c. **Motion** by **Commissioner Smith** and seconded by **Commissioner Anderson** to approve the Multifamily Affordable Housing Developer's Agreement for School Impact Fee Exemption for Southwick Commons by and among Orange County, Florida (a charter county), The City of Apopka, Southwick Commons, LTD, and the School Board of Orange County, Florida (OCPS).
   d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

8. Approval of use Agreement for adjacent alleyway – Halls on 5th, LLC.
   Presented by: Cliff Shepard, City Attorney

   Attorney Shepard said he was asked to prepare an agreement for the adjacent alleyway to the west of the property that is known as Halls on 5th, LLC. It is a property that is being developed for a multi restaurant and bar. The owner is requesting exclusive use of the west side alleyway for outside seating. This agreement also provides for an insurance policy for up to $2 million dollars where the City will be named insured. There is a use agreement for the adjacent alleyway that we are recommending your approval. The applicant was also available for questions.

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

   Commissioner Velazquez asked for clarification that this is a use agreement. Cliff provided clarification.

   Commissioner Smith asked if the agreement is approved, can the applicant come back later if the City decides to vacate the alleyway? **Attorney Shepard** responded that if there's a vacate and there's a different property owner on the west side than on the applicant's side, then it would be split half and half. That's why vacation in this case would not necessarily solve the problem that the applicant's trying to solve.

   Commissioner Nesta had questions regarding the survey that was provided and was it the whole length of the alleyway. **Attorney Shepard** responded that is what the agreement states because there was nothing specified from one point to another. He only highlighted from where he thought the area was that the applicant was requesting. Commissioner Nesta asked if any of the other property owners do not approve this in the area, would it create a problem? **Attorney Shepard** said no, it doesn't become a problem because it's the City's alleyway. The idea behind getting the other business' approval was so that after its approved they do not come forward saying they wanted to use the alleyway for this or that. Commissioner Nesta asked if there are any other use agreements in the City like this one and Attorney Shepard did not know of any others existing but there is one similar for same applicant Propagate Social House.

   Commissioner Anderson asked if the list of names adjacent to this property is a list of the owners and or Tenant? **Attorney Shepard** said he could not confirm if that is owners but he recommended from Community Development to get approval from owners and tenants.

   Discussion ensued regarding the highlighted portion on the agreement and the applicant Ella Duke came up for questions from the Council.

Ella Duke, Applicant for Hall's on 5th said to provide clarification to Commissioner Nesta's question. The person that has the residential property he has an entrance in the front of his property and the rear of his property. He is not affected in any way. He has a driveway with a gate and we would be replacing that homeowner's fence with a brand new one at our cost. The only other people that use the alleyway is Dominos Pizza. Just for the record the alleyway has been closed for over a year. If anyone had an issue I would've thought that in a year they would voice their concern. She said if this agreement isn't approved then she will still need to put up a fence to protect electrical panels etc. This is less about esthetics and more about public safety. If someone feels like they can drive through that alleyway and people are sitting or standing in the alleyway that's a danger.

Commissioner Nesta asked how wide is the total alleyway. **Ella** responded its 15 feet wide and she owns 8.5 feet of it. Commissioner Nesta asked questions regarding this use if approved. **Ella** responded yes there will be tables and seating however its more of a safety issue because if she puts her fencing up on her portion she owns she doesn't want someone thinking they can still drive through the remaining area. She will be adding dimmable lighting, repaving the alleyway that is in disrepair and adding nice fencing with a gate.

Commissioner Anderson asked Attorney Shepard. In different areas that have outside seating. Is there an agreement with the tenants and owners with outside seating? **Attorney Shepard** responded he would say yes, but he cannot confirm. Due to liability issues, they would have to have an agreement that includes insurance etc.

Commissioner Nesta recommended that it be opened up on certain times to make it walkable by people going to neighboring businesses as well, not being completely closed off at all times.

Sylvester Hall said that certain areas of Downtown Apopka are bad. There are certain areas that the City needs to do better on. He explained his confusion with the measurements on the survey. He expressed his concerns about giving Halls on 5th exclusive rights to the alleyway and not the neighboring businesses.

Leroy Bell, Maudehelen, spoke about the alleyway and expressed his concerns and said it shouldn't be exclusive to just one business owner.

Virginia Street said she believes the confusion is the highlighting on the boundary survey provided in the agenda packet. She requested clarification on the area. She was in favor of having it fenced off due to the area being very narrow and said seating is very much needed out there. She doesn't see why there's an issue with closing the alleyway and fencing it in. She feels like it would be a great addition.

b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve the Revocable License Agreement for adjacent alleyway – Halls on 5th, LLC.
c. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Smith** to approve the Revocable License Agreement for adjacent alleyway – Halls on 5th, LLC.
d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

1. Resolution Number 2025-10 – Oak Pointe South Easement Vacation
   Presented By: Amer Hamza, Planner

   Amer Hamza said the applicant is seeking to vacate a portion of a utility easement surrounding a lift station tract. The vacation is necessary due to the fact that the lift station was constructed within a portion of the easement area, beyond the lift station tract. The Public Services Department has evaluated the site and has no objection to the lift station tract being vacated.

   a. **Mayor Nelson** asked if anyone had any questions or if anyone from the public wanted to speak about this item.
   b. Hearing no further questions or comments, **Mayor Nelson** asked for a Motion to approve Resolution Number 2025-10.
   c. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Anderson** to approve Resolution Number 2025-10.
   d. **Motion carried unanimously,** with Mayor Nelson, and Commissioners Velazquez, Nesta, Smith & Anderson voting aye.

CITY COUNCIL REPORTS

Commissioner Nesta spoke about his office hours and invited residents to come and speak about whatever comments or concerns they may have. He made an adjustment to tomorrows office hours from 2:30 pm to 4:30 pm. He referenced Ordinance 3081 and said he's had residents reach out and say they feel uncomfortable and feel they could be attacked for that Ordinance. He said he hears them and he will accommodate them however he can. He said he received a text message during the last Council Meeting from Lou Haubner 407-341-4394 during the March 19, 2025, 7:00 meeting. He received the text message at 8:49 pm, it says "Why don't you just shut up???". He wants to make sure this is added to public record and he will add the document as well. He said he's been on the receiving end of many attacks, hateful messages, mail to his house, and consistently he's been zero tolerance for any of that. It's not okay. He said it needs to stop. The residents deserve so much more.

Commissioner Smith said to Virginia Street that he meant no disrespect, but that he doesn't respond back during public comment. He said that he has been paying attention to growth in Apopka and been in contact with our School Board members regarding the overcrowding in the schools. He said that unfortunately State Law says it has to be a certain number of students overcrowding the schools. He believes that just as the K thru 8 school moved up and was constructed early that at this point there's already been a high school site purchased by the School Board and that hopefully the construction of that school will get moved up sooner as well. The School Board has been taking into account the City growth. He realizes that the City's infrastructure needs some work but as the City continues to grow the infrastructure will continue to improve.

Commissioner Velazquez said other than the ground breaking of the new Publix on Keene Road and the murals she wanted to address the City Charter. She said Mr. Jack Douglas reached out to her earlier today and was questioning why we didn't have anything on the City Charter. She said she sent an email to the City Attorney regarding public comment. Residents were asking if we can public comment into the City Charter. **Attorney Shepard** said the answer to the question is yes you can if that's what you choose to do. If the Council Manager form of government were to be approved if it goes to the voters and gets approved then it would be up to the Council as a whole to decide how the agenda is ran. Commissioner Velazquez said there was a discussion at the last Council meeting and she had to go back and listen to Commissioner Nesta whom gave the two dates April 2nd and April 16th and then the Chair had said we will discuss it and decide that at the Council Meeting which wasn't brought back at the meeting.
Commissioner Nesta asked if Attorney Shepard sent everything over for it to be on this agenda? **Attorney Shepard** said he thought Friday was the deadline. He drafted the amendments and did the staff report etc. but it wasn't advertised therefore it couldn't be placed on the agenda. It will be advertised for the next meeting. Commissioner Velazquez continued. Will the City be posting the City Administrator position again? She is asking because she feels with the Commissioners, the City Administrator was the go between for the Staff and City Attorney.

Commissioner Anderson said in regards to the Decorum Statement that the Mayor reads. The last time the Decorum Statement was revised was in 2016. She said when Commissioners hear the supports that support them being disrespectful to our colleagues that we don't support it and we stand against it. Especially when there's supporters that come to every single meeting, say derogatory things, yell and scream, and then afterwards they come up to one of the Council Members and we support it. She thinks it's important that moving forward that collectively all the Council Members make sure that when we hear something or one of our supporters being disrespectful to our colleagues that we don't support it. Collectively we need to stand up and make sure that we are not encouraging that type of behavior. Of course, we cannot control people and how they act but its important that we stand together and let the residents know that we do not support anyone being disrespectful.

We need to update our Resolution for the Decorum and asking the Mayor to actually enforce it. When we have residents not following the Decorum that we are actually following the steps necessary to make sure that we are operating not only in high integrity but also running the City professionally.

Commissioner Nesta he was in agreement with Commissioner Anderson and added that he's brought up similar requests in the past that there should be zero tolerance for that. He said it starts with Council and we need to lead by example. This is the perfect point for decorum as the Mayor he said was laughing at him.

Mayor Nelson responded saying the reason he is smiling is because its not Commissioner Anderson's nor his supporters that are the ones creating issues here at City Council meetings.

CITY ATTORNEY'S REPORT

Attorney Smith regarding the CRAs and activity. The Legislature is wanting to shut down CRAs for everyone no later than September 2045. The Apopka CRA will be done by then, but also no new projects unless they're in this year's budget and funded by September of 2025. It came out of the committee last night with an 8 to 5 vote. It's a priority being pushed by the House Speaker. That is still ongoing and I will keep you posted. He said one thing that you may have read about it that the Governor thinks property taxes need to be done away with. This is bad for local government. All local government is funded by property taxes. If you take away property taxes, there are very few options to replace that money. The one at the top of the list is sales tax and sales tax hurts the people who can least afford it. Those who live paycheck to paycheck will get higher sales tax. Instead of 6.5 % sales tax, it'll be 12 % to 15 % sales tax on everything they buy. Their tax burden will increase and they'll have the least ability to cope with it. The Governor most recently said that he wanted to start his campaign to get rid of property taxes by giving back everybody $1000 dollars. I will let you determine whether that's a political demise or something that is real. If you get rid of property taxes it would be disastrous for local government.

MAYOR'S REPORT

Mayor Nelson said on the House side they are trying to reduce sales tax which obviously affects us. On April 16th at 6:00 pm we are going to go over the CRA Budget because we are not sure what it's going to be. We want to have all the CRA money allocated by October so that we do not have to give it back. We will bring forward options. He spoke about updates to the Community Center. He spoke about the ribbon cutting on March 21st for the Apopka Actions Sports Park. The groundbreaking for the Publix on Keene Rd. He spoke about his trip to Tallahassee, he's on the Hurricane Catastrophe Fund Board and they were speaking about that. He advised he's trying to get funding for two projects which are

the asbestos pipe removal and money to upgrade the Gilliam Training Center for the training. This Saturday at Kitland Nelson Park there is the Apopka Health and Fitness Fest to come out and enjoy there will also be food vendors. The time will be from 10:00 am to 4:00 pm. The Chamber of Business Expo will be next Wednesday, April 9 at the Apopka Community Center at 10:00 am to 2:00 pm.

PUBLIC COMMENT

Dr. Jim Moyer said he's the elected Soil & Water Conservation District 2 Supervisor. He said his job is unpaid but he is trying to meet with officials and learn everything that he can so that he can be of assistance to the City of Apopka. He said that he would really like to see Ocoee and Apopka stay together. He attends all the City of Ocoee meetings and will be trying to attend all of Apopka's as well. He recommended watching the Ocoee Meeting recently because they were discussing a reclaimed water issue.

Rev Jimmie Howard, 1013 S. Central Ave, he expressed his concerns regarding a walking trail crossing in front of his barbershop that has been there since 1969. When they installed the cross walk in front of his barbershop is destroyed his parking facilities. He contacted all the Commissioners regarding this situation. When his barbershop was established it was approved by the City to allow his customers to park in front of the business. He wasn't told that this would be a problem in the future but now it's a problem. The walkway is still torn up and not completed and he wants to know what is he supposed to do now. **Mayor Nelson** said he would get Rev. Howard a completion date on the trail.

Dr. O, gave acknowledgment to Mabel Mingo whom was dear to her and passed away recently. She was a resident of Apopka. She spoke about the builder signs that are being placed in the City and County unpermitted and there are approximately thirty or more. She said that they are large and heavy and Code Enforcement Officers are the ones that have to remove them. She expressed her concerns of the Officers being hurt by having to do so. She recommended that the City start fining these builders as they are placed on the easements continuously causing hazards to the staff and residents and costing the City money in resources to have them removed.

Nikki McGuire, NAOMI Kids, gave thanks to Commissioner Nesta for having public comment live on his Facebook page and getting the word out. She apologized to residents and told them that NAOMI Kids will not be hosting Family Fun Day this year. They are working on something bigger and greater that will benefit more people. She gave thanks to Sonny's BBQ as they have been a big sponsor to them since day one and they continue to be supportive. This year they are allowing NAOMI Kids to have a Spirit Day on April 25th between 11:00 am to 10:00 pm. When you check out just mention NAOMI Kids and Sonny's BBQ will donate to their summer camp. Summer camp will run from June 2nd this year to August 1st. The camp will last nine weeks.

Virginia Street, 2119 Palm Vista Drive, spoke on behalf of Compassion in Apopka and asked for resources available in the community to help the unhoused and the needy. She said if you have access to things that will be helpful to someone that is unhoused or someone that is in need, which she's seeing new faces, she would like these items to be donated to help the unhoused and needy. She asked if anyone has any helpful resources to please email her at CompassioninApopka@gmail.com.

Sylvester Hall, 3091 Rolling Hills Lane, spoke about principles and how if the meetings were ran with principals they would run smoothly and as they should. He spoke about his concerns about how the City Administrator was terminated without an explanation and how that was wrongly done. He spoke about the flooding issues and how it all began in 2019 and that as of today the City at this point should have already had an explanation and an action and corrected this issue. He requested that public comment be placed back at the beginning of the meeting as the resident's voices need to be heard. He requested from the City Clerk to provide him with any and all documents / communications between the City Attorney and Mayor Nelson be provided to him and that he would send an email to the City Clerk's Office requesting such.

Leroy Bell, Apopka, spoke about the possibility of annexation of South Apopka in to the City of Apopka. He said that Commissioner Nesta turned in a Police Report regarding him and his family being threatened. He expressed his concerns regarding with that. He spoke about the water meters and how he feels that the meters were bad that it wasn't that they needed to updated like explained to the residents. He spoke about fees increasing and that if utilities are changing out the equipment he recommends that we purchase from a reputable company.

Rod Olsen, 3156 Rolling Hills Ln, spoke about public comment being moved to the end of the meeting and the live feed being removed. He feels that the rate increases are from the failure to pass along costs as they went up and failure of preventative maintenance. He spoke about the lack of infrastructure, poor leadership, and understaffing. He said he's presented viable reasons to have a moratorium. He recommended that the City look into what Orange County has done to slow the development.

Jack Douglas, 2149 Eagles Rest Drive, said at the next meeting are we going to have a workshop prior to the meeting, then we are going have the first reading of the Ordinance?
Mayor Nelson said there's a CRA Workshop meeting at 6 pm prior to the regular scheduled City Council Meeting.
Commissioner Velazquez said she would like to see something regarding the Charter on the next agenda. **Attorney Shepard** said he will have a first reading of the Ordinance at the next Council meeting.

ADJOURNMENT

The meeting adjourned at 6:31 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: April 16, 2025
Department: Code Enforcement

SUBJECT:
Execute Release of Code Enforcement Lien for South Washington Avenue

REQUEST:
Execute Release of Lien - South Washington Avenue

SUMMARY:
On August 15, 2023, the City of Apopka rendered an Order Finding LIFE CONCEPTS INC, the owner of the property at South Washington Avenue ("Subject Property") in violation of AMC, Chapter 62, Article 1, Section 62-1.C and IPMC, Chapter 3, Sections 302.4 and 308.1, as adopted by Article 5, Section 18-108 of the Apopka Municipal Code. A fine in the amount of Five Hundred ($500.00) Dollars per day, per violation was imposed starting on August 26, 2023.

On March 18, 2025, John Gill and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Twelve Thousand ($12,000.00) Dollars, paid to the City. The property is currently in compliance with the Apopka Municipal 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 - South Washington Avenue
2. Signed Settlement Stipulation - South Washington Avenue
3. Release of Lien- S Washington Ave

DOC # 20250062092
02/03/2025 08:14 AM Page 1 of 2
Rec Fee: $18.50
Deed Doc Tax: $0.00
Mortgage Doc Tax: $0.00
Intangible Tax: $0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: CSC INC

CERTIFICATION

STATE OF FLORIDA }
COUNTY OF ORANGE }

I, **ALEXCIA DECAUL,** Code Enforcement Recording Secretary, do hereby certify that the attached is a true and correct copy of:

AFFIDAVIT OF COMPLIANCE
CE CASE# 23-00448
S WASHINGTON AVE, APOPKA, FL 32703
OWNER: LIFE CONCEPTS INC

IN WITNESS WHEREOF, I have hereunto set my hand this the 31st day of January 2025.

CITY OF APOPKA

Alexcia DeCaul
Code Enforcement Recording Secretary

ALEXCIA DECAUL
MY COMMISSION # HH 413178
EXPIRES: October 13, 2027

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

LIFE CONCEPTS INC

CASE NO. 23-00448
ADDRESS: S WASHINGTON AVE **LIEN**
PARCEL ID:09-21-28-0196-40-080

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 **08/15/23** 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 **08/25/23**

3. That re-inspection was performed on **01/30/25** and was in compliance.

If Compliance was met after corrective action date specified in said Order, Respondent must contact the Apopka Code Enforcement Office at (407) 703-1738 to resolve accrued daily fines.

FURTHER AFFIANT SAYETH NOT.

Dated this **01/31/25**

Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **01/31/25** by Dave Whitty ~~who~~ is personally known to me and did not take an oath.

ALEXCIA DECAUL
MY COMMISSION # HH 413178
EXPIRES: October 13, 2027

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

CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA

CITY OF APOPKA,

Petitioner,

v.

LIFE CONCEPTS INC,

Respondents,

_____/

Complaint No. 23-00448

Address: S WASHINGTON AVE
APOPKA, FL 32703

Parcel ID: 09-21-28-0196-40-080

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA, and Respondents, LIFE CONCEPTS INC, enter this Settlement Stipulation ("Stipulation") in the above-styled action as follows:

1. This Stipulation is meant to settle all issues arising from the violations alleged in the complaint.

2. Petitioner and Respondents enter this Stipulation to pay a reduced total code enforcement fine in the amount of Twelve Thousand ($12,000.00) Dollars in full satisfaction of all fines previously imposed. Said amount must be paid within thirty (30) days of the date of this Stipulation or same shall be null and void.

3. Each party represents and warrants to the other party that it has the requisite authority to enter this Stipulation.

4. Upon approval of this Stipulation and clearance of the funds in payment in full of the agreed upon amount, the City of Apopka will record a Satisfaction of Lien for property address S Washington Ave, Apopka, FL 32703.

5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other from claims of any kind arising from this complaint and enforcement action. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. This release does not prohibit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of anything within the scope of Petitioner's jurisdiction.

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.

7. Should City Council not approve this Stipulation, all sums paid hereunder will be returned to Respondent and the releases set forth herein shall be null and void.

Dated this 18th day of March, 2025.

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:

John Gill
Quest Inc
1509 E Colonial Drive, Suite 300
Orlando, FL 32803

Signature

John R. Gill

Print Name

This instrument prepared by
the Deputy City Clerk

When recorded return to:
Code Enforcement Department
Apopka Police Department
112 E 6th 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 LIFE CONCEPTS INC, recorded on August 28, 2024 at Instrument No. 20240501908, 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 16th day of April, 2025.

ATTEST:

_____
Susan Bone, City Clerk

CITY OF APOPKA, FLORIDA

_____
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 16th day of April, 2025, 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 THE S 137.75 FT OF LOTS 8 & 9 BLK D, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 2.
Meeting Date: April 16, 2025
Department: Code Enforcement

SUBJECT:
Execute Release of Code Enforcement Lien for 306 South McGee Avenue

REQUEST:
Execute Release of Lien - 306 South McGee Avenue

SUMMARY:
On June 20, 2023, the City of Apopka rendered an Order Finding KAREN WINKLER LIFE ESTATE, the owner of the property at 306 South McGee Avenue ("Subject Property") in violation of IPMC, Chapter 3, Sections 302.4, 302.7 and 302.8, as adopted by Article 5, Section 18-108 of the Apopka Municipal Code. A fine in the amount of Five Hundred ($500.00) Dollars per day, per violation was imposed starting on March 9, 2023.

On August 20, 2024, the City of Apopka rendered an Order Finding KAREN WINKLER LIFE ESTATE, the owner of the property at 306 South McGee Avenue ("Subject Property") in violation of IPMC, Chapter 3, Section 304.10, as adopted by Article 5, Section 18-108 of the Apopka Municipal Code. And LDC, Article 4, Section 4.2.2.C of the Apopka Land Development Code. A fine in the amount of Five Hundred ($500.00) Dollars per day, per violation was imposed starting on July 7, 2023.

On March 25, 2025, KAREN WINKLER LIFE ESTATE and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Thirty Thousand ($30,000.00) Dollars, paid to the City. The property is currently in compliance with the International Property Maintenance Code and Apopka Land Development 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 - 306 South McGee Avenue CE CASE 22-00767
2. Affidavit of Compliance - 306 South McGee Avenue CE CASE 23-00140
3. Settlement Stipulation - 306 South McGee Avenue
4. Release of Lien - 306 S McGee Ave

DOC # 20250172616
03/25/2025 09:28 AM Page 1 of 2
Rec Fee: $18.50
Deed Doc Tax: $0.00
Mortgage Doc Tax: $0.00
Intangible Tax: $0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: CSC INC

CERTIFICATION

STATE OF FLORIDA }
COUNTY OF ORANGE }

I, **ALEXCIA DECAUL,** Code Enforcement Recording Secretary, do hereby certify that the attached is a true and correct copy of:

AFFIDAVIT OF COMPLIANCE
APOPKA CODE ENFORCEMENT HEARING OFFICER
CE CASE# 22-00767
306 S MCGEE AVE, APOPKA, FL 32703
OWNER: KAREN WINKLER LIFE ESTATE

IN WITNESS WHEREOF, I have hereunto set my hand this the 24th day of March 2025.

CITY OF APOPKA

Alexcia DeCaul
Code Enforcement Recording Secretary

ALEXCIA DECAUL
MY COMMISSION # HH 413178
EXPIRES: October 13, 2027

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

KAREN WINKLER LIFE ESTATE

CASE NO. 22-00767
ADDRESS: 306 S MCGEE AVE **LIEN**
PARCEL ID:10-21-28-0000-00-047

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 **02/21/23** 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 **03/08/23**

3. That re-inspection was performed on **03/24/25** and was in compliance.

If Compliance was met after corrective action date specified in said Order, Respondent must contact the Apopka Code Enforcement Office at (407) 703-1738 to resolve accrued daily fines.

FURTHER AFFIANT SAYETH NOT.

Dated this **03/24/25**

Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **03/24/25** by Dave Whitty who is personally known to me and did not take an oath.

ALEXCIA DECAUL
MY COMMISSION # HH 413178
EXPIRES: October 13, 2027

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

DOC # 20250070715
02/06/2025 08:55 AM Page 1 of 2
Rec Fee: $18.50
Deed Doc Tax: $0.00
Mortgage Doc Tax: $0.00
Intangible Tax: $0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: CSC INC

CERTIFICATION

STATE OF FLORIDA }
COUNTY OF ORANGE }

I, **ALEXCIA DECAUL,** Code Enforcement Recording Secretary, do hereby certify that the attached is a true and correct copy of:

AFFIDAVIT OF COMPLIANCE
APOPKA CODE ENFORCEMENT HEARING OFFICER
CE CASE# 23-00140
306 S MCGEE AVE, APOPKA, FL 32703
OWNER: KAREN WINKLER LIFE ESTATE

IN WITNESS WHEREOF, I have hereunto set my hand this the 5th day of February 2025.

CITY OF APOPKA

Alexcia DeCaul
Code Enforcement Recording Secretary

ALEXCIA DECAUL
MY COMMISSION # HH 413178
EXPIRES: October 13, 2027

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

KAREN WINKLER LIFE ESTATE

CASE NO. 23-00140
ADDRESS: 306 S MCGEE AVE LIEN
PARCEL ID:10-21-28-0000-00-047

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 **06/20/23** 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 **07/05/23**

3. That re-inspection was performed on **02/04/25** and was in compliance.

If Compliance was met after corrective action date specified in said Order, Respondent must contact the Apopka Code Enforcement Office at (407) 703-1738 to resolve accrued daily fines.

FURTHER AFFIANT SAYETH NOT.

Dated this **02/05/25**

Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **02/05/25** by Dave Whitty who is personally known to me and did not take an oath.

ALEXCIA DECAUL
MY COMMISSION # HH 413178
EXPIRES: October 13, 2027

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

CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA

CITY OF APOPKA,

Petitioner,

v.

KAREN WINKLER LIFE ESTATE

Respondents,

Complaint No. 22-00767 & 23-00140

Address: 306 S MCGEE AVE
APOPKA, FL 32703

Parcel ID: 10-21-28-0000-00-047

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA, and Respondents KAREN WINKLER LIFE ESTATE, LLC, enter this Settlement Stipulation ("Stipulation") in the above-styled action as follows:

1. This Stipulation is meant to settle all issues arising from the violations alleged in the complaint.

2. Petitioner and Respondents enter this Stipulation to pay a reduced total code enforcement fine in the amount of Thirty Thousand ($30,000.00) Dollars in full satisfaction of all fines previously imposed. Said amount must be paid within thirty (30) days of the date of this Stipulation or same shall be null and void.

3. Each party represents and warrants to the other party that it has the requisite authority to enter this Stipulation.

4. Upon approval of this Stipulation and clearance of the funds in payment in full of the agreed upon amount, the City of Apopka will record a Satisfaction of Lien for property address 306 S MCGEE AVE, Apopka, FL 32703.

5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other from claims of any kind arising from this complaint and enforcement action. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. This release does not prohibit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of anything within the scope of Petitioner's jurisdiction.

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.

7. Should City Council not approve this Stipulation, all sums paid hereunder will be returned to Respondent and the releases set forth herein shall be null and void.

Dated this 25th day of March, 2025.

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: [redacted]

Bryan Nelson
City Mayor

Respondent:

KAREN WINKLER LIFE ESTATE
David Mackey
Justin Clark & Associates
500 Winderley Pl #100
Maitland, FL 32751

Signature

David Mackey
Print Name

This instrument prepared by
the Deputy City Clerk

When recorded return to:
Code Enforcement Department
Apopka Police Department
112 E 6th 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 KAREN WINKLER LIFE ESTATE, recorded on July 18, 2023 at Instrument No. 20230401073 and recorded on August 28, 2024 at Instrument No. 20240501897 , 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 16th day of April, 2025.

ATTEST:

_____
Susan Bone, City Clerk

CITY OF APOPKA, FLORIDA

_____
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 16th day of April, 2025, 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

BEG 282 FT N OF SW COR OF NW1/4 OF SE1/4 RUN N 143.02 E 22.5 FT S 38.52 FT E 119.25 FT S 104.5 FT W 141.75 FT TO POB SEC 10-21-28 (LESS R/W PER 4025/3682), PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 3.
Meeting Date: April 16, 2025
Department: Finance Department

SUBJECT:
Authorize the execution of piggyback contracts for the assigned terms: Mercon Construction Company, MSC Industrial Supply Co., Knonica Minolta Business Solutions USA, Inc.

REQUEST:
Authorize the execution of piggyback contracts for the assigned terms.

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

Per Purchasing Policy 107.3.17 - Piggyback Contracts: Piggyback contracts will only be authorized during the period of time that the original contract is active and has not expired (if the original contract expires or terminates, so shall the piggyback contract). The Department Director or designee must review and confirm potential piggyback contracts for applicability and scope. The request for utilizing a piggyback contract must be submitted to the Finance Department for purchasing review. Upon approval, the Purchasing Administrator or designee shall submit their review to the City Attorney for final approval. Contracts that are over $50,000 will also require City Council approval. Multi-Year Piggybacks: if determined to be over $50,000 and once authorized by City Council, if the dollar amount allotted in the fiscal year budget is available for the services or commodities, it will not require additional City Council approval.

Below is a full listing of the piggyback contracts that are being requested by department submittals, vendors, descriptions, sources, and expiration dates. Please note, contracts may have varying effective start dates.

Department:	Public Services
Vendor:	Mercon Construction Company
Description:	Underdrain Installation and Repair
Source:	Orange County, Florida
Bid/Contract #:	Invitation for Bids #Y23-1021
Original Bid Award Date:	September 18, 2023
Expiration Date:	September 17, 2025
Renewals:	One (1) additional one (1) year renewal option
Max Expiration Date:	September 17, 2026

Department:	Public Services
Vendor:	Sid Tool Co., Inc. dba MSC Industrial Supply Co.
Description:	Facilities MRO and Industrial Supplies
Source:	NASPO ValuePoint
Bid/Contract #:	RFP 7582400000228
Original Bid Award Date:	August 30, 2024
Expiration Date:	August 31, 2026
Renewals:	Renewals totaling up to four years following the initial term
Max Expiration Date:	August 31, 2030

Department:	Citywide
Vendor:	Konica Minolta Business Solutions USA, Inc.
Description:	Multi-Functional Devices, Copiers, and Related Software and Services
Source:	Florida State Department of Management Services
Bid/Contract#:	44100000-24-NASPO-ACS
Original Board Award Date:	August 1, 2024
Expiration Date:	July 31, 2026
Renewals:	Three (3) additional one (1) year renewal options
Max Expiration Date:	July 31, 2029

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

RECOMMENDED MOTION:
Authorize the execution of piggyback contracts per the assigned terms.

ATTACHMENTS:
None

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 4.
Meeting Date: April 16, 2025
Department: Finance Department

SUBJECT:
Accept the disbursement report for March 2025.

REQUEST:
Request Council to accept the March 2025 Disbursement Report for informational purposes only.

SUMMARY:
The Finance Department is submitting Exhibit A City of Apopka March 2025 Disbursement Report. This report includes all disbursements for March 2025, which were issued by check, wire, or credit card payments from various City accounts.

FUNDING SOURCE:
Not Applicable.

RECOMMENDED MOTION:
Accept the March 2025 Disbursement Report.

ATTACHMENTS:
1. Exhibit A City of Apopka Mar 2025 Disbursement Report

Description	Check #	Check Date	Vendor Name	PO #	Item Description	Amount	Void Amount	Net Amount	Void Reason
GENERAL OPERATING ACCOUNT	236797	3/3/2025	BODWELL, RICHARD	18-06023	UTILITY REFUND	50.00	0	50.00	
GENERAL OPERATING ACCOUNT	236798	3/3/2025	RODRIGUEZ, KERI	19-00894	UTILITY REFUND	87.00	0	87.00	
GENERAL OPERATING ACCOUNT	236799	3/3/2025	NAYEE, ATULKUMAR	19-01714	UTILITY REFUND	170.00	0	170.00	
GENERAL OPERATING ACCOUNT	236800	3/3/2025	Maronda Homes	20-00982	MARONDA HOMES REFUND P-007907	553.00	0	553.00	
GENERAL OPERATING ACCOUNT	236801	3/3/2025	BERNARD, JOE	17-05810	UTILITY REFUND	170.00	0	170.00	
GENERAL OPERATING ACCOUNT	236802	3/3/2025	HABITAT FOR HUMANITY	19-06410	UTILITY REFUND	232.28	0	232.28	
GENERAL OPERATING ACCOUNT	236803	3/4/2025	NMOMENTUM CORPORATION	25-00731	ERP System Consultant Ammendme	33,478.20	0	33,478.20	
OPERATING ACCOUNT WIRES	903959	3/4/2025	DUKE ENERGY	25-00541	Blanket PO - Utility Charges	183.26	0	183.26	
OPERATING ACCOUNT WIRES	903959	3/4/2025	DUKE ENERGY	25-00598	Duke Electric Service (3514)	107.93	0	107.93	
OPERATING ACCOUNT WIRES	903959	3/4/2025	DUKE ENERGY	25-00670	Electric Inv. 3412-4300	186.10	0	186.10	
OPERATING ACCOUNT WIRES	903959	3/4/2025	DUKE ENERGY	25-01452	Fountain Electricity	383.01	0	383.01	
OPERATING ACCOUNT WIRES	903974	3/4/2025	HOME DEPOT CREDIT SERVICES	25-01523	Blanket PO for Supplies	44.98	0	44.98	
OPERATING ACCOUNT WIRES	903974	3/4/2025	HOME DEPOT CREDIT SERVICES	25-01524	Facilities Gen Ops Supplies	3,624.86	0	3,624.86	
OPERATING ACCOUNT WIRES	903974	3/4/2025	HOME DEPOT CREDIT SERVICES	25-01525	Purchase Noninventory Supplies	66.49	0	66.49	
OPERATING ACCOUNT WIRES	903974	3/4/2025	HOME DEPOT CREDIT SERVICES	25-01526	Blanket PO for Supplies	314.67	0	314.67	
OPERATING ACCOUNT WIRES	903974	3/4/2025	HOME DEPOT CREDIT SERVICES	25-01538	Operating Supplies	1,503.73	0	1,503.73	
OPERATING ACCOUNT WIRES	903974	3/4/2025	HOME DEPOT CREDIT SERVICES	25-01896	WRF Window Screening Repair	533.48	0	533.48	
OPERATING ACCOUNT WIRES	903974	3/4/2025	HOME DEPOT CREDIT SERVICES	25-02197	RTU Network Cables	76.18	0	76.18	
OPERATING ACCOUNT WIRES	903995	3/4/2025	WALMART COMMUNITY/CAPITAL ONE	25-00189	Blanket PO- Operating Supplies	1,032.22	0	1,032.22	
OPERATING ACCOUNT WIRES	903995	3/4/2025	WALMART COMMUNITY/CAPITAL ONE	25-02527	Metal Shelving	799.32	0	799.32	
OPERATING ACCOUNT WIRES	903937	3/5/2025	DUKE ENERGY	25-00563	Electric Bill Payments	11,084.71	0	11,084.71	
OPERATING ACCOUNT WIRES	903938	3/5/2025	DUKE ENERGY	25-00563	Electric Bill Payments	4,169.35	0	4,169.35	
OPERATING ACCOUNT WIRES	903939	3/5/2025	DUKE ENERGY	25-00593	Duke Electric Service (1022)	7,402.72	0	7,402.72	
OPERATING ACCOUNT WIRES	903940	3/5/2025	DUKE ENERGY	25-00566	FY25 Electrical Invoice 3121	90,991.79	0	90,991.79	
OPERATING ACCOUNT WIRES	903941	3/5/2025	DUKE ENERGY	25-00600	FY25 Electronic Invoices COMM	1,265.18	0	1,265.18	
OPERATING ACCOUNT WIRES	903942	3/5/2025	DUKE ENERGY	25-00111	Duke Energy Blanket	20,981.67	0	20,981.67	
OPERATING ACCOUNT WIRES	903942	3/5/2025	DUKE ENERGY	25-00598	Duke Electric Service (3514)	3,440.19	0	3,440.19	
OPERATING ACCOUNT WIRES	903942	3/5/2025	DUKE ENERGY	25-00672	Street Lights & Median Elect.	1,377.06	0	1,377.06	
OPERATING ACCOUNT WIRES	903943	3/5/2025	DUKE ENERGY	25-00541	Blanket PO - Utility Charges	674.27	0	674.27	
OPERATING ACCOUNT WIRES	903944	3/5/2025	DUKE ENERGY	25-00598	Duke Electric Service (3514)	13,086.55	0	13,086.55	
OPERATING ACCOUNT WIRES	903945	3/5/2025	DUKE ENERGY	25-00670	Electric Inv. 3412-4300	1,060.19	0	1,060.19	
OPERATING ACCOUNT WIRES	903946	3/5/2025	DUKE ENERGY	25-00111	Duke Energy Blanket	34,785.25	0	34,785.25	
OPERATING ACCOUNT WIRES	903947	3/5/2025	DUKE ENERGY	25-00598	Duke Electric Service (3514)	97.29	0	97.29	
OPERATING ACCOUNT WIRES	903948	3/5/2025	DUKE ENERGY	25-00598	Duke Electric Service (3514)	298.13	0	298.13	
OPERATING ACCOUNT WIRES	903948	3/5/2025	DUKE ENERGY	25-00600	FY25 Electronic Invoices COMM	897.10	0	897.10	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00170	FY24 Blanket Duke Invoices	929.97	0	929.97	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00540	Duke Energy PO for Power	309.95	0	309.95	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00541	Blanket PO - Utility Charges	223.96	0	223.96	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00562	Warehouse Electric Bills	154.98	0	154.98	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00563	Electric Bill Payments	494.93	0	494.93	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00599	Electronic Invoices 2210	223.95	0	223.95	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00670	Electric Inv. 3412-4300	36.41	0	36.41	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00671	FY24-25 Electric invoices	154.97	0	154.97	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00672	Street Lights & Median Elect.	67,026.25	0	67,026.25	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-00675	Oaks @ Kelly Park Str Lgts MSB	1,289.26	0	1,289.26	
OPERATING ACCOUNT WIRES	903962	3/5/2025	DUKE ENERGY	25-01452	Fountain Electricity	2,563.69	0	2,563.69	
OPERATING ACCOUNT WIRES	903967	3/5/2025	WALMART COMMUNITY/CAPITAL ONE	25-01550	Blanket Sr. Supplies/food, sup	479.00	0	479.00	
OPERATING ACCOUNT WIRES	903967	3/5/2025	WALMART COMMUNITY/CAPITAL ONE	25-02176	Valentines Day Concert/Dance	742.18	0	742.18	
GENERAL OPERATING ACCOUNT	236804	3/7/2025	ADVANCED ENVIRONMENTAL LAB	25-00103	Drinking-Water Lab Blanket	1,840.00	0	1,840.00	
GENERAL OPERATING ACCOUNT	236804	3/7/2025	ADVANCED ENVIRONMENTAL LAB	25-00147	Labaoratory Services	5,304.00	0	5,304.00	
GENERAL OPERATING ACCOUNT	236804	3/7/2025	ADVANCED ENVIRONMENTAL LAB	25-00164	OnSyte Laboratroy Services	420.00	0	420.00	
GENERAL OPERATING ACCOUNT	236805	3/7/2025	ADVENTHEALTH CENTRA CARE	25-00323	URGENT & POST EXPOSURE CARE	50.00	0	50.00	
GENERAL OPERATING ACCOUNT	236806	3/7/2025	ALLIED UNIVERSAL CORPORATION	25-00765	Water Treatment Chems	11,893.74	0	11,893.74	
GENERAL OPERATING ACCOUNT	236806	3/7/2025	ALLIED UNIVERSAL CORPORATION	25-00821	Sodium Hypochlorite	8,091.15	0	8,091.15	
GENERAL OPERATING ACCOUNT	236807	3/7/2025	ANTHEM SPORTS, LLC	25-02513	Sports equipment	1,496.04	0	1,496.04	
GENERAL OPERATING ACCOUNT	236808	3/7/2025	APOPKA PLUMBING, LLC	25-00380	Plumbing Services	1,365.54	0	1,365.54	
GENERAL OPERATING ACCOUNT	236809	3/7/2025	APOPKA MEMORIAL MS PTSA	25-02836	donation - Comm. Smith	500.00	0	500.00	
GENERAL OPERATING ACCOUNT	236810	3/7/2025	AQUASOL COMMERCIAL CHEMICAL, I	25-01068	Chemicals Pool & Splash pad	1,980.66	0	1,980.66	
GENERAL OPERATING ACCOUNT	236811	3/7/2025	AT & T MOBILITY	25-00017	ICC Internet Circuit	43.23	0	43.23	
GENERAL OPERATING ACCOUNT	236812	3/7/2025	AYALA, WILLIAM	25-02864	Training Reimbursement	1,200.00	0	1,200.00	
GENERAL OPERATING ACCOUNT	236813	3/7/2025	BERLA CORPORATION	25-02492	Investigative Software	1,083.50	0	1,083.50	

GENERAL OPERATING ACCOUNT	236814	3/7/2025	BOUND TREE MEDICAL, LLC.	25-00102	Blanket PO- Medical Supplies	1,376.96	0	1,376.96
GENERAL OPERATING ACCOUNT	236815	3/7/2025	BOY SCOUTS OF AMERICA	25-02837	Donation Comm. Smith	750.00	0	750.00
GENERAL OPERATING ACCOUNT	236823	3/7/2025	CLOUD 9 SERVICES GROUP, LLC	25-00822	Backflow replacement & repair	53,274.87	0	53,274.87
GENERAL OPERATING ACCOUNT	236824	3/7/2025	BROWN, ANDREW	25-02871	Travel Per Diem	355.00	0	355.00
GENERAL OPERATING ACCOUNT	236825	3/7/2025	BROWN, JASON	25-02857	Mileage Reimbursement	13.44	0	13.44
GENERAL OPERATING ACCOUNT	236826	3/7/2025	CARAHSOFT TECHNOLOGY CORP	25-02663	OpenGov Professional Services	7,228.20	0	7,228.20
GENERAL OPERATING ACCOUNT	236827	3/7/2025	CASCADE FOUNTAIN	25-01448	Fountain Maintenance - Blanket	547.58	0	547.58
GENERAL OPERATING ACCOUNT	236828	3/7/2025	CENTRAL FLORIDA FIRE CHIEFS AS	25-02408	Annual Membership	100.00	0	100.00
GENERAL OPERATING ACCOUNT	236829	3/7/2025	CENTRAL FL. CRIMINAL JUSTICE A	25-02687	Membership Renewal	225.00	0	225.00
GENERAL OPERATING ACCOUNT	236830	3/7/2025	CENTURYLINK	25-00106	CenturyLink Phone Service	143.20	0	143.20
GENERAL OPERATING ACCOUNT	236831	3/7/2025	CENTURYLINK COMMUNICATIONS LLC	25-00015	Camp Wewa Internet Circuit	193.63	0	193.63
GENERAL OPERATING ACCOUNT	236832	3/7/2025	CHARTER COMMUNICATIONS HOLDING	25-00020	Cable TV Services	130.74	0	130.74
GENERAL OPERATING ACCOUNT	236833	3/7/2025	CHAUDION, ERIC	25-02854	Mileage reimbursement	65.52	0	65.52
GENERAL OPERATING ACCOUNT	236834	3/7/2025	CITY ELECTRIC SUPPLY CO.	25-01425	LED lighting Citywide	205.90	0	205.90
GENERAL OPERATING ACCOUNT	236835	3/7/2025	COLLEY, DANIEL	25-02797	Colley Training Per Diem	301.00	0	301.00
GENERAL OPERATING ACCOUNT	236835	3/7/2025	COLLEY, DANIEL	25-02832	Colley FAMU Symposium per diem	88.00	0	88.00
GENERAL OPERATING ACCOUNT	236836	3/7/2025	CONCORD TECHNOLOGIES	25-00022	Hosted Faxing Service	215.06	0	215.06
GENERAL OPERATING ACCOUNT	236837	3/7/2025	CREATIVE FINANCIAL STAFFING	25-01298	Finance Dept. Temp Staff	9,666.14	0	9,666.14
GENERAL OPERATING ACCOUNT	236838	3/7/2025	DRN PRESSURE WASHER LLC	25-02487	Sidewalk Maintenance	6,028.12	0	6,028.12
GENERAL OPERATING ACCOUNT	236839	3/7/2025	DUNN, KAREN	25-00940	Accounting Services FY24 EOY	9,900.00	0	9,900.00
GENERAL OPERATING ACCOUNT	236840	3/7/2025	DUVAL FORD	24-02338	Vehicle Replacement	69,640.45	0	69,640.45
GENERAL OPERATING ACCOUNT	236840	3/7/2025	DUVAL FORD	25-00751	Admin utility vehicle	36,970.00	0	36,970.00
GENERAL OPERATING ACCOUNT	236841	3/7/2025	ENCO UTILITY SERVICES FLORIDA	25-00813	UTILITY BILL PRINT & POSTAGE	16,097.35	0	16,097.35
GENERAL OPERATING ACCOUNT	236842	3/7/2025	EVOQUA WATER TECHNOLOGIES LLC	25-00266	Chemical for Ordor Control	3,110.51	0	3,110.51
GENERAL OPERATING ACCOUNT	236843	3/7/2025	EZ SYSTEMZ INC	25-02463	Fingerprint Reading Machine	4,598.00	0	4,598.00
GENERAL OPERATING ACCOUNT	236844	3/7/2025	FBI-LEEDA INC	25-02802	Captain King FBI-LEEDA Members	50.00	0	50.00
GENERAL OPERATING ACCOUNT	236845	3/7/2025	FCX, LLC	25-00960	Blanket PO courier CJIS Docs	136.00	0	136.00
GENERAL OPERATING ACCOUNT	236846	3/7/2025	FEDERAL EASTERN INTERNATIONAL	25-00734	BLANKET PO 5YR BALLISTIC VEST	6,963.40	0	6,963.40
GENERAL OPERATING ACCOUNT	236846	3/7/2025	FEDERAL EASTERN INTERNATIONAL	25-00735	BLANKETPO BallisticVestNewHire	5,361.20	0	5,361.20
GENERAL OPERATING ACCOUNT	236847	3/7/2025	FEDEX	25-00710	BLANKET PO FRANKING - FED EX	22.72	0	22.72
GENERAL OPERATING ACCOUNT	236848	3/7/2025	FLORIDA DEPT OF LAW ENFORCEMEN	25-00452	FDLE Background Fingerprinting	27.00	0	27.00
GENERAL OPERATING ACCOUNT	236849	3/7/2025	FLORIDA LEAGUE OF CITIES	25-02221	MOT training	750.00	0	750.00
GENERAL OPERATING ACCOUNT	236850	3/7/2025	FLORIDA SWAT ASSOCIATION, INC.	25-02816	FSA AND NTOA MEMBERSHIPS	900.00	0	900.00
GENERAL OPERATING ACCOUNT	236851	3/7/2025	FLORIDA COMBINED LIFE	25-00143	Open PO EE Pd Dental Ins FY25	27,137.75	0	27,137.75
GENERAL OPERATING ACCOUNT	236852	3/7/2025	FLORIDA PPE SERVICES, LLC	25-00129	Blanket PO - Liner Testing	9,998.00	0	9,998.00
GENERAL OPERATING ACCOUNT	236853	3/7/2025	FLOW FORMS, LLC	25-02664	Flow Forms Annual Invoice 2025	5,000.00	0	5,000.00
GENERAL OPERATING ACCOUNT	236854	3/7/2025	FORTILINE, INC	25-00118	INVENTORY ITEMS	39,425.00	0	39,425.00
GENERAL OPERATING ACCOUNT	236855	3/7/2025	GARCIA, DANIEL	25-02828	Garcia per diem	88.00	0	88.00
GENERAL OPERATING ACCOUNT	236856	3/7/2025	GIBBS, ALICE	25-02395	Cemetery Plot Repurchase	870.00	0	870.00
GENERAL OPERATING ACCOUNT	236857	3/7/2025	GLOBAL INDUSTRIAL EQUIPMENT	25-02667	Drinking fountains	3,500.40	0	3,500.40
GENERAL OPERATING ACCOUNT	236858	3/7/2025	GOLDSMITH, ANTHONY	25-02853	Mileage reimbursement	26.46	0	26.46
GENERAL OPERATING ACCOUNT	236859	3/7/2025	GOVAN, PATRICIA	25-02780	Water Conservation Incentive	156.25	0	156.25
GENERAL OPERATING ACCOUNT	236860	3/7/2025	GRAHAM, WILLIAM	25-02884	Training Reimbursement	175.00	0	175.00
GENERAL OPERATING ACCOUNT	236862	3/7/2025	GRAINGER	25-00124	Inventory items blanket PO	7,094.59	0	7,094.59
GENERAL OPERATING ACCOUNT	236862	3/7/2025	GRAINGER	25-00415	Parts and Small Equipment	1,814.10	0	1,814.10
GENERAL OPERATING ACCOUNT	236862	3/7/2025	GRAINGER	25-00488	Blanket PO for Supplies	247.85	0	247.85
GENERAL OPERATING ACCOUNT	236862	3/7/2025	GRAINGER	25-00875	Operating Supplies	581.85	0	581.85
GENERAL OPERATING ACCOUNT	236862	3/7/2025	GRAINGER	25-01635	Elect Safety Equip,	773.79	0	773.79
GENERAL OPERATING ACCOUNT	236862	3/7/2025	GRAINGER	25-02466	Operating Supply	171.65	0	171.65
GENERAL OPERATING ACCOUNT	236862	3/7/2025	GRAINGER	25-02467	Supply Repair & Maint of Bldg.	126.84	0	126.84
GENERAL OPERATING ACCOUNT	236863	3/7/2025	GRAYBAR	25-00159	Electrical Supplies	184.23	0	184.23
GENERAL OPERATING ACCOUNT	236864	3/7/2025	GUARDIAN EQUIPMENT INC	25-02039	Gross WTP 2K Hypo Tank Replace	55,175.00	0	55,175.00
GENERAL OPERATING ACCOUNT	236865	3/7/2025	HAITIAN AMERICAN ART NETWORK,	25-02896	Donation - Comm. Nesta	750.00	0	750.00
GENERAL OPERATING ACCOUNT	236866	3/7/2025	HARRINGTON INDUSTRIAL PLASTICS	25-00491	Blanket- Piping Materials	109.82	0	109.82
GENERAL OPERATING ACCOUNT	236867	3/7/2025	WHITE CAP, LP	25-01618	Operating Supplies	247.93	0	247.93
GENERAL OPERATING ACCOUNT	236868	3/7/2025	HOLDERFIELD, JEREMY	25-02870	Travel Per Diem	355.00	0	355.00
GENERAL OPERATING ACCOUNT	236869	3/7/2025	HAYT, HAYT & LANDAU, P.L.	25-02843	Garnishment - Miguel Santis	425.69	0	425.69
GENERAL OPERATING ACCOUNT	236870	3/7/2025	HYDRA SERVICE INC	24-05874	LS 10 Pumps	93,419.05	0	93,419.05
GENERAL OPERATING ACCOUNT	236871	3/7/2025	HYDROMAX USA, LLC	25-00590	Fire Hydrant Program	41,391.00	0	41,391.00
GENERAL OPERATING ACCOUNT	236872	3/7/2025	JANI- KING OF ORLANDO	25-00234	Janitorial Services Citywide	2,500.00	0	2,500.00
GENERAL OPERATING ACCOUNT	236873	3/7/2025	JOHN MILLER TRUCKING, INC.	25-01341	Sod	278.00	0	278.00
GENERAL OPERATING ACCOUNT	236874	3/7/2025	KIMLEY-HORN & ASSOCIATES INC	24-04513	WOT Phase 4B Design	12,471.53	0	12,471.53

GENERAL OPERATING ACCOUNT	236874	3/7/2025	KIMLEY-HORN & ASSOCIATES INC	25-02390	FDOT Plan Review for SR 436	2,761.04	0	2,761.04
GENERAL OPERATING ACCOUNT	236875	3/7/2025	KASEYA US, LLC	25-02493	Unitrends Cloud Backup	14,804.26	0	14,804.26
GENERAL OPERATING ACCOUNT	236876	3/7/2025	KRONOS INCORPORATED	25-00031	Kronos Hosted Subscription	2,312.38	0	2,312.38
GENERAL OPERATING ACCOUNT	236877	3/7/2025	MATHIS, MANDY	25-02865	Training Reimbursement	1,200.00	0	1,200.00
GENERAL OPERATING ACCOUNT	236878	3/7/2025	MID FLORIDA MATERIALS	25-00123	Class III landfill disposal	1,889.59	0	1,889.59
GENERAL OPERATING ACCOUNT	236878	3/7/2025	MID FLORIDA MATERIALS	25-00196	Materials - Sand/Fill	715.00	0	715.00
GENERAL OPERATING ACCOUNT	236878	3/7/2025	MID FLORIDA MATERIALS	25-00237	Debris Removal	410.00	0	410.00
GENERAL OPERATING ACCOUNT	236879	3/7/2025	MIDFLORIDA ARMORED & ATM SERV	25-01307	Armored Car Services FY25	709.00	0	709.00
GENERAL OPERATING ACCOUNT	236880	3/7/2025	MOTOROLA SOLUTIONS, INC.	25-01531	APX Radio for Engine 2	9,072.59	0	9,072.59
GENERAL OPERATING ACCOUNT	236881	3/7/2025	MUNICIPAL EMERGENCY SERVICES	25-00134	Blanket PO - PPE	2,253.54	0	2,253.54
GENERAL OPERATING ACCOUNT	236881	3/7/2025	MUNICIPAL EMERGENCY SERVICES	25-00737	BLANKET PO Duty Uniforms	146.76	0	146.76
GENERAL OPERATING ACCOUNT	236882	3/7/2025	NATIONAL TESTING NETWORK, INC	25-01779	Annual NTN Membership	1,500.00	0	1,500.00
GENERAL OPERATING ACCOUNT	236883	3/7/2025	ODP BUSINESS SOLUTIONS, LLC	25-00482	GENERAL OFFICE SUPPLIES	103.56	0	103.56
GENERAL OPERATING ACCOUNT	236884	3/7/2025	OMARS TOTAL RESTORATION SERV	25-02320	Refund - Sewer Connection Fees	6,155.00	0	6,155.00
GENERAL OPERATING ACCOUNT	236885	3/7/2025	ORLANDO BUSINESS TELEPHONE SYS	25-02368	Metropolis Call Accounting	1,035.00	0	1,035.00
GENERAL OPERATING ACCOUNT	236886	3/7/2025	OSBURN ASSOCIATES INC	25-00394	Street sign replacement	6,353.43	0	6,353.43
GENERAL OPERATING ACCOUNT	236887	3/7/2025	OUTFRONT MEDIA	25-01152	Billboard Advertising	3,500.00	0	3,500.00
GENERAL OPERATING ACCOUNT	236888	3/7/2025	P & A GROUP, THE	25-02858	Februar 2025FlexSpending EE pd	624.00	0	624.00
GENERAL OPERATING ACCOUNT	236889	3/7/2025	PEREZ, CARLOS	25-02862	Mileage reimbursement	73.08	0	73.08
GENERAL OPERATING ACCOUNT	236890	3/7/2025	POTTER, SEAN	25-02869	Travel Per Diem	375.00	0	375.00
GENERAL OPERATING ACCOUNT	236891	3/7/2025	PREMIERE JANITORIAL SUPPLY	25-00122	Inventory items blanket PO	1,092.00	0	1,092.00
GENERAL OPERATING ACCOUNT	236892	3/7/2025	PREMIER LAWN MAINTENANCE	25-00267	Right of Way mowing contract	7,482.15	0	7,482.15
GENERAL OPERATING ACCOUNT	236893	3/7/2025	PRO IMAGE APPAREL	25-02502	Crossing Guard Uniforms	375.00	0	375.00
GENERAL OPERATING ACCOUNT	236894	3/7/2025	RDK TRUCK SALES & SERVICE, INC	25-01054	Rearloader 108195 Rental 1 mo	17,000.00	0	17,000.00
GENERAL OPERATING ACCOUNT	236894	3/7/2025	RDK TRUCK SALES & SERVICE, INC	25-02326	Rental Rear Loader-108197	17,000.00	0	17,000.00
GENERAL OPERATING ACCOUNT	236894	3/7/2025	RDK TRUCK SALES & SERVICE, INC	25-02327	Garbage Trk Rental ASL 108114	25,500.00	0	25,500.00
GENERAL OPERATING ACCOUNT	236895	3/7/2025	RECRUITMENT & ENGINEERING PROD	25-02817	Payment for BTR's	5,186.00	0	5,186.00
GENERAL OPERATING ACCOUNT	236895	3/7/2025	RECRUITMENT & ENGINEERING PROD	25-02818	Printing Supplies for BTR ltrs	828.90	0	828.90
GENERAL OPERATING ACCOUNT	236896	3/7/2025	Red Wing Brands of America,INC	25-02308	SAFETY FOOTWEAR	917.44	0	917.44
GENERAL OPERATING ACCOUNT	236897	3/7/2025	REHRIG PACIFIC COMPANY	25-02319	Garbage/Recycle carts & parts.	56,191.00	0	56,191.00
GENERAL OPERATING ACCOUNT	236898	3/7/2025	RICOH USA, INC.	25-01037	Monthly Copy Charges	129.58	0	129.58
GENERAL OPERATING ACCOUNT	236899	3/7/2025	ROLLKALL	25-00240	CRA Community Policing Program	1,718.85	0	1,718.85
GENERAL OPERATING ACCOUNT	236900	3/7/2025	SCHOOL BOARD OF ORANGE COUNTY	25-02826	Donation - Comm Velazquez	500.00	0	500.00
GENERAL OPERATING ACCOUNT	236903	3/7/2025	SHEPARD,SMITH, HAND & BRACKINS	25-02774	OUTSIDE LEGAL COUNSEL JAN 25	29,606.30	29,606.30	0 Lost in mail
GENERAL OPERATING ACCOUNT	236904	3/7/2025	SHIFFRIN, ROSS	25-02866	Training Reimbursement	125.00	0	125.00
GENERAL OPERATING ACCOUNT	236905	3/7/2025	SHI INTERNATIONAL CORP.	25-02681	MS O365 User Licenses	578.20	0	578.20
GENERAL OPERATING ACCOUNT	236906	3/7/2025	SOUTHERN LOCK AND SUPPLY CO	25-00585	Inventory items blanket PO	544.39	0	544.39
GENERAL OPERATING ACCOUNT	236907	3/7/2025	SOUTHERN SEWER EQUIPMENT	25-00693	MISCELLANEOUS REPAIRS & PART	28,707.79	0	28,707.79
GENERAL OPERATING ACCOUNT	236908	3/7/2025	STAPLES CONTRACT & COMMERCIAL	25-02781	Station Supplies	318.26	0	318.26
GENERAL OPERATING ACCOUNT	236909	3/7/2025	STOP STICK, LTD.	25-02208	Replacement StopSticks	785.00	0	785.00
GENERAL OPERATING ACCOUNT	236910	3/7/2025	STRICKLAND, ANTONIO	25-02852	Mileage reimbursement	1.96	0	1.96
GENERAL OPERATING ACCOUNT	236911	3/7/2025	SHELLEY'S ENVIRONMENTAL SYSTEM	25-00145	Blanket for Sludge Hauling	8,238.75	0	8,238.75
GENERAL OPERATING ACCOUNT	236912	3/7/2025	TERRACON CONSULTANTS, INC.	25-00755	Annual CUP Wetlands Monitoring	3,500.00	0	3,500.00
GENERAL OPERATING ACCOUNT	236913	3/7/2025	TETRA TECH INC.	24-02573	NW Storm and Reuse Upgrade-2A	55,665.75	0	55,665.75
GENERAL OPERATING ACCOUNT	236913	3/7/2025	TETRA TECH INC.	25-02380	Collection System Action Plan	1,830.00	0	1,830.00
GENERAL OPERATING ACCOUNT	236914	3/7/2025	THERMOTANE PROPANE	25-02499	Thermotane	796.00	0	796.00
GENERAL OPERATING ACCOUNT	236915	3/7/2025	T-MOBILE USA	25-00021	Cell Data For GPS & iPad Servi	3,125.95	0	3,125.95
GENERAL OPERATING ACCOUNT	236916	3/7/2025	TOPCON SOLUTIONS STORE	25-02616	Bluebeam Studio Subscription	321.75	0	321.75
GENERAL OPERATING ACCOUNT	236917	3/7/2025	USA BLUE BOOK	25-00943	WRF Operatinal Supplies	43.84	0	43.84
GENERAL OPERATING ACCOUNT	236918	3/7/2025	VANCAMP, STACY	25-02897	reimb svc/job training fair fo	209.92	0	209.92
GENERAL OPERATING ACCOUNT	236919	3/7/2025	VERIZON WIRELESS	25-00016	Verizon Cellular Service	3,859.51	0	3,859.51
GENERAL OPERATING ACCOUNT	236920	3/7/2025	WASTE MANAGEMENT INC OF FL	25-00882	Yard Waste Tipping Fees.	10,313.52	0	10,313.52
GENERAL OPERATING ACCOUNT	236920	3/7/2025	WASTE MANAGEMENT INC OF FL	25-00883	Recycling Tipping Fees	305.11	0	305.11
GENERAL OPERATING ACCOUNT	236920	3/7/2025	WASTE MANAGEMENT INC OF FL	25-02386	Tire Disposal	1,660.10	0	1,660.10
GENERAL OPERATING ACCOUNT	236921	3/7/2025	W.B. MASON COMPANY, INC	25-00377	Janitorial Supplies	1,415.90	0	1,415.90
GENERAL OPERATING ACCOUNT	236922	3/7/2025	WILSON, DRAYMENSKI	25-02868	Travel Per Diem	375.00	0	375.00
GENERAL OPERATING ACCOUNT	236923	3/7/2025	ALEJANDRO, WILTON	25-02855	Mileage reimbursement	55.72	0	55.72
GENERAL OPERATING ACCOUNT	236924	3/7/2025	PARRAMORE FOUNDRY & MACHINE WO	25-00750	Blanket	404.00	0	404.00
GENERAL OPERATING ACCOUNT	236925	3/7/2025	WRIGHT-PIERCE	24-01598	Golden Gem scope of services	23,991.00	0	23,991.00
GENERAL OPERATING ACCOUNT	236925	3/7/2025	WRIGHT-PIERCE	25-02400	Misc. Hydraulic Modeling Serv.	4,600.00	0	4,600.00
OPERATING ACCOUNT WIRES	903964	3/7/2025	DUKE ENERGY	25-00541	Blanket PO - Utility Charges	68.96	0	68.96
OPERATING ACCOUNT WIRES	903964	3/7/2025	DUKE ENERGY	25-00592	Duke Electric Service (3614)	106.33	0	106.33

OPERATING ACCOUNT WIRES	903964	3/7/2025	DUKE ENERGY	25-00598	Duke Electric Service (3514)	21.00	0	21.00
OPERATING ACCOUNT WIRES	903964	3/7/2025	DUKE ENERGY	25-00670	Electric Inv. 3412-4300	24.42	0	24.42
OPERATING ACCOUNT WIRES	903964	3/7/2025	DUKE ENERGY	25-00672	Street Lights & Median Elect.	13,730.59	0	13,730.59
OPERATING ACCOUNT WIRES	903964	3/7/2025	DUKE ENERGY	25-00678	Nottingham MSBU Street Lights	433.24	0	433.24
OPERATING ACCOUNT WIRES	903964	3/7/2025	DUKE ENERGY	25-00780	MSBU MeadowLark Street light	1,920.85	0	1,920.85
SYNOVUS BANK E-PAYMENTS	305253	3/7/2025	ALTERNATIVE POWER SOLUTIONS, I	25-00104	Generator PM and repairs	915.16	0	915.16
SYNOVUS BANK E-PAYMENTS	305253	3/7/2025	ALTERNATIVE POWER SOLUTIONS, I	25-00127	Generator PMs	220.00	0	220.00
SYNOVUS BANK E-PAYMENTS	305255	3/7/2025	APOPKA ACE HARDWARE & LUMBER I	25-00009	Supplies for City Repairs	201.45	0	201.45
SYNOVUS BANK E-PAYMENTS	305255	3/7/2025	APOPKA ACE HARDWARE & LUMBER I	25-00100	Blanket Operating Supplies	138.52	0	138.52
SYNOVUS BANK E-PAYMENTS	305255	3/7/2025	APOPKA ACE HARDWARE & LUMBER I	25-00389	Tools and Supplies	72.81	0	72.81
SYNOVUS BANK E-PAYMENTS	305256	3/7/2025	APOPKA PLAQUE AND TROPHY	25-02495	Employee Awards -Of the Year	850.00	0	850.00
SYNOVUS BANK E-PAYMENTS	305257	3/7/2025	CHANNEL INNOVATIONS CORP.	25-00313	Blanket PO - Annual servicing	1,138.80	0	1,138.80
SYNOVUS BANK E-PAYMENTS	305258	3/7/2025	CINTAS CORPORATION	25-00686	UNIFORM RENTALS FY 2024	530.36	0	530.36
SYNOVUS BANK E-PAYMENTS	305259	3/7/2025	CORE & MAIN LP	25-00121	Inventory items	2,431.25	0	2,431.25
SYNOVUS BANK E-PAYMENTS	305259	3/7/2025	CORE & MAIN LP	25-01940	Parts and Materials	4,155.20	0	4,155.20
SYNOVUS BANK E-PAYMENTS	305260	3/7/2025	FAST SIGNS	25-02394	10ft Curved Backdrop Replace	540.00	0	540.00
SYNOVUS BANK E-PAYMENTS	305260	3/7/2025	FAST SIGNS	25-02682	Retractable Banner for Photos	141.00	0	141.00
SYNOVUS BANK E-PAYMENTS	305260	3/7/2025	FAST SIGNS	25-02683	Light Tower Signage	193.00	0	193.00
SYNOVUS BANK E-PAYMENTS	305260	3/7/2025	FAST SIGNS	25-02788	Business Cards	137.25	0	137.25
SYNOVUS BANK E-PAYMENTS	305263	3/7/2025	GALLS, PARENT HOLDINGS, LLC	25-00694	BLANKET PO Agency Footwear	2,265.26	0	2,265.26
SYNOVUS BANK E-PAYMENTS	305263	3/7/2025	GALLS, PARENT HOLDINGS, LLC	25-00695	BLANKET PO Duty Uniforms	920.37	0	920.37
SYNOVUS BANK E-PAYMENTS	305263	3/7/2025	GALLS, PARENT HOLDINGS, LLC	25-00871	Accouterments Badges	733.71	0	733.71
SYNOVUS BANK E-PAYMENTS	305263	3/7/2025	GALLS, PARENT HOLDINGS, LLC	25-02504	Crossing Guard Duty Pants	158.14	0	158.14
SYNOVUS BANK E-PAYMENTS	305264	3/7/2025	GT DISTRIBUTORS	25-02336	14 Vacancy New Hire Duty Gear	5,697.08	0	5,697.08
SYNOVUS BANK E-PAYMENTS	305265	3/7/2025	MERCER PEST CONTROL, INC.	25-00762	Pest Control Citywide	2,245.88	0	2,245.88
SYNOVUS BANK E-PAYMENTS	305266	3/7/2025	RAPID SYSTEMS	25-00019	Wireless Internet Circuit	2,136.00	0	2,136.00
SYNOVUS BANK E-PAYMENTS	305267	3/7/2025	SAFETY PRODUCTS INC	25-00120	Inventory items Blanket PO	1,779.80	0	1,779.80
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01040	Mayors Copy Machine Lease	75.68	0	75.68
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01263	City Clerk Copy Machine Maint	132.48	0	132.48
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01264	CommDev Copy Machine Maint	124.28	0	124.28
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01265	CA Copy Machine Maintenance	64.99	0	64.99
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01266	UB Copy Machine Lease	375.66	0	375.66
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01267	PD Copy Machines Maintenance	646.54	0	646.54
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01268	HR & Legal Copy Machine Lease	206.08	0	206.08
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01269	Procurement Printer Maint	32.00	0	32.00
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01270	Building Dept Copy Maintenance	70.50	0	70.50
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01271	PS Copy Machine Maintenance	483.90	0	483.90
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01272	Recreation Copy Machine Maint	26.00	0	26.00
SYNOVUS BANK E-PAYMENTS	305270	3/7/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01273	IT Copy Machine Lease	44.48	0	44.48
SYNOVUS BANK E-PAYMENTS	305271	3/7/2025	CHALLENGER TEAMWEAR	25-00139	Soccer Uniforms	19,507.24	0	19,507.24
SYNOVUS BANK E-PAYMENTS	305272	3/7/2025	HORIZON DISTRIBUTORS INC	25-00827	Irrigation repairs	844.12	0	844.12
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00540	Duke Energy PO for Power	246.58	0	246.58
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00563	Electric Bill Payments	75.57	0	75.57
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00592	Duke Electric Service (3614)	715.28	0	715.28
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00670	Electric Inv. 3412-4300	107.14	0	107.14
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00672	Street Lights & Median Elect.	1,127.37	0	1,127.37
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00673	Avian Pointe Str Lgts FY24/25	2,245.01	0	2,245.01
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00674	East Kelly Park MSBU Str Lgts	1,951.55	0	1,951.55
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00676	Oak Pointe Str Lgts MSBU	2,422.93	0	2,422.93
OPERATING ACCOUNT WIRES	903966	3/10/2025	DUKE ENERGY	25-00679	West Kelly Park MSBU Str Lgts	2,612.00	0	2,612.00
OPERATING ACCOUNT WIRES	903976	3/10/2025	DUKE ENERGY	25-00541	Blanket PO - Utility Charges	5,611.92	0	5,611.92
OPERATING ACCOUNT WIRES	903976	3/10/2025	DUKE ENERGY	25-00670	Electric Inv. 3412-4300	55.56	0	55.56
OPERATING ACCOUNT WIRES	903977	3/10/2025	DUKE ENERGY	25-00599	Electronic Invoices 2210	2,760.87	0	2,760.87
GENERAL OPERATING ACCOUNT	236926	3/11/2025	ROGO, SUSAN	25-02965	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236927	3/11/2025	CLPF CADENCE NORTHSTAR, LLC	25-02923	UTILITY REFUND	4,875.21	0	4,875.21
GENERAL OPERATING ACCOUNT	236928	3/11/2025	CLPF CADENCE NORTHSTAR, LLC	25-02924	UTILITY REFUND	2,437.62	0	2,437.62
GENERAL OPERATING ACCOUNT	236929	3/11/2025	IRIZARRY, ANGEL	25-02925	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	236930	3/11/2025	GROSSI, MARIO	25-02926	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	236931	3/11/2025	AGUIRRE, SILVIA	25-02927	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	236932	3/11/2025	BELL, KARA	25-02928	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236933	3/11/2025	VILLALOBOS LEON, ESTEBAN	25-02929	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	236934	3/11/2025	MALACOS, MATTHEW	25-02947	UTILITY REFUND	185.00	0	185.00

GENERAL OPERATING ACCOUNT	236935	3/11/2025	STEWART, CARL	25-02948	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236936	3/11/2025	MILLS, KELVIN	25-02949	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236937	3/11/2025	HORNILLA, DERECK	25-02950	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236938	3/11/2025	CAO, HUABING	25-02951	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236939	3/11/2025	ABERNETHY, KELLY	25-02952	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236940	3/11/2025	GORDON, MIRIAM	25-02953	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	236941	3/11/2025	DURAN, KATIUSKA	25-02954	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	236942	3/11/2025	FIGUEROA, KEVIN	25-02955	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	236943	3/11/2025	MCPHERSON, DAVE S	25-02956	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	236944	3/11/2025	MAIFORTH, HOLLY	25-02957	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	236945	3/11/2025	LIVINGSTON, MELISSA	25-02958	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236946	3/11/2025	LILLY, RANDALL	25-02959	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236947	3/11/2025	HALL, WARREN	25-02960	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236948	3/11/2025	MCCORMICK, PAULA	25-02961	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236949	3/11/2025	SAVKO, ELIZABETH	25-02962	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236950	3/11/2025	SMITH, MIRASOL	25-02963	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236951	3/11/2025	ALBURY, CRYSTAL	25-02964	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236952	3/11/2025	CAVANAGH, CAROL	25-02966	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236953	3/11/2025	SMITH, ROCHELLE	25-02967	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	236954	3/11/2025	TINEO, FABRIZIO	25-02968	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236955	3/11/2025	TORRENS, SYLVIA	25-02969	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236956	3/11/2025	GUMPEL, HALLE	25-02970	UTILITY REFUND	155.00	0	155.00
GENERAL OPERATING ACCOUNT	236957	3/11/2025	PANAYOTTI, PATRICIA	25-02971	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236958	3/11/2025	GUERRERO, YOLANDA	25-02972	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236959	3/11/2025	ANDRE, RENE	25-02973	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236960	3/11/2025	IEONG, ION TIM	25-02974	UTILITY REFUND	150.00	0	150.00
GENERAL OPERATING ACCOUNT	236961	3/11/2025	EDWARDS, NICOLE	25-02975	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236962	3/11/2025	MANNING, DERRON	25-02976	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236963	3/11/2025	HARRISON, DIANE	25-02977	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236964	3/11/2025	HARRISON, BRADY	25-02978	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236965	3/11/2025	DEL TORO, ROBERTO	25-02979	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236966	3/11/2025	ZAPATA, OSCAR	25-02980	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236967	3/11/2025	LY, HUY	25-02981	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236968	3/11/2025	ROBINSON, CHARLES R	25-02982	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236969	3/11/2025	BILL,RICHARD	25-02983	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236970	3/11/2025	MARION, KEYLIN	25-02984	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	236971	3/11/2025	CRESPO, CARMEN	25-02985	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236972	3/11/2025	HEARTER, WILLIAM	25-02986	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236973	3/11/2025	PEREZ, CHRISTOPHER	25-02987	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236974	3/11/2025	FELICIANO, RACHELLE	25-02988	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236975	3/11/2025	DELMAN, GLENN	25-02989	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236976	3/11/2025	DELMAN, JOSHUA	25-02990	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236977	3/11/2025	EL DAOUK, AHMAD	25-02991	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236978	3/11/2025	GEORGE, ALEXIS	25-02992	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236979	3/11/2025	SONJACO, DENNIS	25-02993	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	236980	3/11/2025	TREJO, PAOLA	25-02994	UTILITY REFUND	245.00	0	245.00
OPERATING ACCOUNT WIRES	903952	3/11/2025	FLORIDA DEPARTMENT OF REVENUE	25-03020	Feb 2025 Sales Tax Pmt	2,049.30	0	2,049.30
GENERAL OPERATING ACCOUNT	236981	3/12/2025	TRI-MURTI ASSOC., LLC	25-03028	Reimbursement for signal impro	7,200.00	0	7,200.00
GENERAL OPERATING ACCOUNT	236982	3/13/2025	SCHWENSEN, DAVID E.	25-02945	Comedy Show for Seniors	500.00	0	500.00
GENERAL OPERATING ACCOUNT	236983	3/13/2025	ACTION PROMOS AND EVENTS	25-02895	Super Slide rental for July 4t	2,400.00	0	2,400.00
GENERAL OPERATING ACCOUNT	236984	3/13/2025	ADVANCED ENVIRONMENTAL LAB	25-00103	Drinking-Water Lab Blanket	2,050.00	0	2,050.00
GENERAL OPERATING ACCOUNT	236984	3/13/2025	ADVANCED ENVIRONMENTAL LAB	25-00147	Labaoratory Services	5,143.00	0	5,143.00
GENERAL OPERATING ACCOUNT	236984	3/13/2025	ADVANCED ENVIRONMENTAL LAB	25-00164	OnSyte Laboratroy Services	420.00	0	420.00
GENERAL OPERATING ACCOUNT	236985	3/13/2025	ALLIED UNIVERSAL CORPORATION	25-00765	Water Treatment Chems	7,541.72	0	7,541.72
GENERAL OPERATING ACCOUNT	236985	3/13/2025	ALLIED UNIVERSAL CORPORATION	25-00821	Sodium Hypochlorite	8,496.96	0	8,496.96
GENERAL OPERATING ACCOUNT	236986	3/13/2025	ALL-RITE FENCE CO.,INC.	25-01877	Fire Station #6 Gate	13,476.44	0	13,476.44
GENERAL OPERATING ACCOUNT	236987	3/13/2025	AMERICAN WIRE & TERMINAL	25-00584	Blanket PO for Cable Ties	757.50	0	757.50
GENERAL OPERATING ACCOUNT	236990	3/13/2025	A.O.K. TIRE MART	25-00236	STOCK RECAP TIRES FOR TRUCKS	8,837.00	0	8,837.00
GENERAL OPERATING ACCOUNT	236990	3/13/2025	A.O.K. TIRE MART	25-00265	MISCELLANEOUS TIRES	20,874.04	0	20,874.04
GENERAL OPERATING ACCOUNT	236991	3/13/2025	ASPHALT PAVING SYSTEMS, INC	25-01043	Paving Project for FY24-25	47,718.24	0	47,718.24
GENERAL OPERATING ACCOUNT	236992	3/13/2025	AVI-SPL LLC	25-02397	A/V System Maint Contract	4,564.82	0	4,564.82
GENERAL OPERATING ACCOUNT	236993	3/13/2025	BOS OF FLORIDA, INC	25-01614	Desks	4,107.75	0	4,107.75

GENERAL OPERATING ACCOUNT	236993	3/13/2025	BOS OF FLORIDA, INC	25-01669	ACC Office Furniture	6,605.77	0	6,605.77
GENERAL OPERATING ACCOUNT	236993	3/13/2025	BOS OF FLORIDA, INC	25-01867	WRF Confrence Rm Furniture	11,952.51	0	11,952.51
GENERAL OPERATING ACCOUNT	236994	3/13/2025	BOUND TREE MEDICAL, LLC.	25-00102	Blanket PO- Medical Supplies	9,713.80	0	9,713.80
GENERAL OPERATING ACCOUNT	236995	3/13/2025	BOY SCOUTS OF AMERICA	25-02946	Donation - Nesta	300.00	0	300.00
GENERAL OPERATING ACCOUNT	236996	3/13/2025	CHARTER COMMUNICATIONS HOLDING	25-00010	City Clinic Internet/Phone	209.96	0	209.96
GENERAL OPERATING ACCOUNT	236996	3/13/2025	CHARTER COMMUNICATIONS HOLDING	25-00014	Primary Voice & Data Circuit	1,977.91	0	1,977.91
GENERAL OPERATING ACCOUNT	236996	3/13/2025	CHARTER COMMUNICATIONS HOLDING	25-00020	Cable TV Services	311.24	0	311.24
GENERAL OPERATING ACCOUNT	236998	3/13/2025	CITY ELECTRIC SUPPLY CO.	24-05190	City Hall Surge Protection	2,872.74	0	2,872.74
GENERAL OPERATING ACCOUNT	236998	3/13/2025	CITY ELECTRIC SUPPLY CO.	25-00779	Traffic Signal Parts	35.16	0	35.16
GENERAL OPERATING ACCOUNT	236998	3/13/2025	CITY ELECTRIC SUPPLY CO.	25-01425	LED lighting Citywide	16,505.97	0	16,505.97
GENERAL OPERATING ACCOUNT	236999	3/13/2025	CLEAN ENERGY	25-00268	MAINTENANCE ON CNG TANKS	1,000.00	0	1,000.00
GENERAL OPERATING ACCOUNT	237000	3/13/2025	CONTRACTORS TOOL SVC, INC	25-00402	Purchase Noninventory Supplies	485.52	0	485.52
GENERAL OPERATING ACCOUNT	237001	3/13/2025	CREATIVE FINANCIAL STAFFING	25-01298	Finance Dept. Temp Staff	3,396.40	0	3,396.40
GENERAL OPERATING ACCOUNT	237002	3/13/2025	CW Orlando LLC	25-01882	Plant Maint Service Trk Insp 2	1,766.71	0	1,766.71
GENERAL OPERATING ACCOUNT	237003	3/13/2025	DANUS UTILITIES, INC.	24-03827	LS 010 rehabilitation	209,838.00	0	209,838.00
GENERAL OPERATING ACCOUNT	237004	3/13/2025	DRN PRESSURE WASHER LLC	25-02487	Sidewalk Maintenance	3,018.68	0	3,018.68
GENERAL OPERATING ACCOUNT	237005	3/13/2025	EVOQUA WATER TECHNOLOGIES LLC	25-00266	Chemical for Ordor Control	9,180.32	0	9,180.32
GENERAL OPERATING ACCOUNT	237005	3/13/2025	EVOQUA WATER TECHNOLOGIES LLC	25-00276	Ordor Control Scrubber Leases	12,639.00	0	12,639.00
GENERAL OPERATING ACCOUNT	237006	3/13/2025	FEDERAL EASTERN INTERNATIONAL	25-02084	Duty Belts Specialty Units	333.12	0	333.12
GENERAL OPERATING ACCOUNT	237007	3/13/2025	FISHER SCIENTIFIC	25-00161	SCBA Annual Recertification	182.90	0	182.90
GENERAL OPERATING ACCOUNT	237008	3/13/2025	FITNESS SUPERSTORE, INC	25-02276	Treadmill and leg press	5,152.00	0	5,152.00
GENERAL OPERATING ACCOUNT	237009	3/13/2025	F.J. NUGENT & ASSOCIATES, INC.	25-02476	WRF Replace Stator FP No. 2	2,905.00	0	2,905.00
GENERAL OPERATING ACCOUNT	237009	3/13/2025	F.J. NUGENT & ASSOCIATES, INC.	25-02794	WRF Polymer Stator Replace	430.00	0	430.00
GENERAL OPERATING ACCOUNT	237010	3/13/2025	FLORIDA COAST EQUIPMENT	25-01024	Grapple attachemnt	6,327.00	0	6,327.00
GENERAL OPERATING ACCOUNT	237011	3/13/2025	FLORIDA PPE SERVICES, LLC	25-00129	Blanket PO - Liner Testing	15,206.50	0	15,206.50
GENERAL OPERATING ACCOUNT	237012	3/13/2025	FRED FOX ENTERPRISES, INC.	25-02914	CDBG-CV Grant Admin	10,597.50	0	10,597.50
GENERAL OPERATING ACCOUNT	237013	3/13/2025	GARCIA CIVIL CONTRACTORS, LLC	24-05387	CDBG-CV Phase II Sidewalks	15,140.79	0	15,140.79
GENERAL OPERATING ACCOUNT	237014	3/13/2025	GLENN JOINER & SON INC.	25-00450	MISCELLANEOUS VEHICLE PARTS	108.71	0	108.71
GENERAL OPERATING ACCOUNT	237015	3/13/2025	GPS VEHICLE TRACKING SOLUTIONS	25-02470	GPS Trackers	2,822.00	0	2,822.00
GENERAL OPERATING ACCOUNT	237017	3/13/2025	GRAINGER	25-00124	Inventory items blanket PO	2,367.33	0	2,367.33
GENERAL OPERATING ACCOUNT	237017	3/13/2025	GRAINGER	25-00166	Supplies for City Facilities	293.88	0	293.88
GENERAL OPERATING ACCOUNT	237017	3/13/2025	GRAINGER	25-00415	Parts and Small Equipment	37.57	0	37.57
GENERAL OPERATING ACCOUNT	237017	3/13/2025	GRAINGER	25-00561	MISCELLANEOUS PARTS & SUPPLIES	841.44	0	841.44
GENERAL OPERATING ACCOUNT	237017	3/13/2025	GRAINGER	25-02467	Supply Repair & Maint of Bldg.	2,564.90	0	2,564.90
GENERAL OPERATING ACCOUNT	237018	3/13/2025	HARRINGTON INDUSTRIAL PLASTICS	25-02490	Misc Parts for Hypo Tnk Instal	1,975.49	0	1,975.49
GENERAL OPERATING ACCOUNT	237019	3/13/2025	WHITE CAP, LP	25-00126	INVENTORY ITEMS - BLANKET PO	1,391.88	0	1,391.88
GENERAL OPERATING ACCOUNT	237019	3/13/2025	WHITE CAP, LP	25-01618	Operating Supplies	210.27	0	210.27
GENERAL OPERATING ACCOUNT	237020	3/13/2025	HELLAS CONSTRUCTION, INC.	24-05443	Tennis/Pickleball Courts	52,494.60	0	52,494.60
GENERAL OPERATING ACCOUNT	237021	3/13/2025	HERC RENTALS	25-00024	Equipment Rental	5,259.21	0	5,259.21
GENERAL OPERATING ACCOUNT	237021	3/13/2025	HERC RENTALS	25-02913	Generator rental	510.46	0	510.46
GENERAL OPERATING ACCOUNT	237022	3/13/2025	HIPPLER, ROBERT	25-02917	Reimbursement - Water	37.96	0	37.96
GENERAL OPERATING ACCOUNT	237023	3/13/2025	FLORIDA POWERTRAIN & HYDRAULIC	25-00349	HYDRAULIC PART FOR LARGE TRUCK	2,528.48	0	2,528.48
GENERAL OPERATING ACCOUNT	237024	3/13/2025	JMD GLOBAL DEVELOPERS, LLC	25-02652	Sidewalk Repair	11,879.14	0	11,879.14
GENERAL OPERATING ACCOUNT	237025	3/13/2025	JOHN MILLER TRUCKING, INC.	25-01341	Sod	20.00	0	20.00
GENERAL OPERATING ACCOUNT	237026	3/13/2025	KONICA MINOLTA BUSINESS	25-00033	Finance Copy Machine Maintenan	185.66	0	185.66
GENERAL OPERATING ACCOUNT	237027	3/13/2025	L7 CONSTRUCTION INC	24-05187	Gross WTP 1.5 MG GST	509,200.00	0	509,200.00
GENERAL OPERATING ACCOUNT	237027	3/13/2025	L7 CONSTRUCTION INC	25-00933	ITB 2024-A-41 NWRC WRF Ex	38,000.00	0	38,000.00
GENERAL OPERATING ACCOUNT	237028	3/13/2025	LAKE TECH'S INSTITUTE OF PUBLI	25-02890	APD Academy Tuition - 3 Ofcs.	6,635.25	0	6,635.25
GENERAL OPERATING ACCOUNT	237029	3/13/2025	LAKE TIRE & AUTO	25-00238	STOCK TIRES FOR CITY VEHICLES	5,217.44	0	5,217.44
GENERAL OPERATING ACCOUNT	237030	3/13/2025	LEVEL3 FINANCING, INC.	25-00105	Secondary Internet Circuit	1,548.41	0	1,548.41
GENERAL OPERATING ACCOUNT	237031	3/13/2025	LINA	25-03014	Feb. 2025 Life Insurnace EE/ER	25,360.11	0	25,360.11
GENERAL OPERATING ACCOUNT	237033	3/13/2025	TPH HOLDINGS, LLC	25-00116	STOCK VEHICLE PARTS	2,321.29	0	2,321.29
GENERAL OPERATING ACCOUNT	237033	3/13/2025	TPH HOLDINGS, LLC	25-00270	MISCELLANEOUS VEHICLE PARTS	4,907.65	0	4,907.65
GENERAL OPERATING ACCOUNT	237034	3/13/2025	LOAVES AND FISHES	25-02902	Mayor Nelson donation/Loaves&F	500.00	0	500.00
GENERAL OPERATING ACCOUNT	237035	3/13/2025	LUBECORE FLORIDA, LLC	25-00315	PARTS FOR GREASE SYSTEM	496.53	0	496.53
GENERAL OPERATING ACCOUNT	237036	3/13/2025	LYNCH OIL COMPANY, INC	25-00113	STOCK BULK OILS FOR CITY USE	1,581.40	0	1,581.40
GENERAL OPERATING ACCOUNT	237037	3/13/2025	MARCO POLO POOL MAINT INC	25-02406	Marco Polo Pools	3,591.67	0	3,591.67
GENERAL OPERATING ACCOUNT	237038	3/13/2025	Cumberland Int. Trucks of FL	25-00272	PARTS & REPAIRS ON LARGE TRUCK	417.32	0	417.32
GENERAL OPERATING ACCOUNT	237039	3/13/2025	MCKESSON MEDICAL-SURGICAL INC	25-02941	February 2025 Clinic Expenses	3,779.73	0	3,779.73
GENERAL OPERATING ACCOUNT	237040	3/13/2025	MID FLORIDA MATERIALS	25-00196	Materials - Sand/Fill	715.00	0	715.00
GENERAL OPERATING ACCOUNT	237041	3/13/2025	MILLER CONSTRUCTION MANAGEMENT	24-04205	Construction of Station 6	293,837.13	0	293,837.13
GENERAL OPERATING ACCOUNT	237042	3/13/2025	MISCANNON, THOMAS MICHAEL	25-00049	Soccer Officials	4,672.50	0	4,672.50

GENERAL OPERATING ACCOUNT	237044	3/13/2025	MULLINAX FORD	25-00939	FORD PARTS AND REPAIRS	16,846.13	0	16,846.13
GENERAL OPERATING ACCOUNT	237045	3/13/2025	MUNICIPAL EQUIPMENT COMPANY	24-00780	Hose for Engine 4	5,505.00	0	5,505.00
GENERAL OPERATING ACCOUNT	237046	3/13/2025	MUNICIPAL EMERGENCY SERVICES	25-00134	Blanket PO - PPE	10,599.24	0	10,599.24
GENERAL OPERATING ACCOUNT	237047	3/13/2025	MY HEALTH ONSITE	25-02942	March 2025 Program Fee	14,076.00	0	14,076.00
GENERAL OPERATING ACCOUNT	237048	3/13/2025	NELSON, BRYAN	25-02909	reimb Mayor	184.59	0	184.59
GENERAL OPERATING ACCOUNT	237049	3/13/2025	NMOMENTUM CORPORATION	25-00731	ERP System Consultant Ammendme	4,939.40	0	4,939.40
GENERAL OPERATING ACCOUNT	237050	3/13/2025	ONSYTE PERFORMANCE LLC	24-03391	Instalation of DWTU	99,096.00	0	99,096.00
GENERAL OPERATING ACCOUNT	237052	3/13/2025	O'REILLY AUTO PARTS	25-00115	STOCK VEHICLE PARTS	475.98	0	475.98
GENERAL OPERATING ACCOUNT	237052	3/13/2025	O'REILLY AUTO PARTS	25-00269	MISCELLANEOUS VEHICLE PARTS	1,695.90	0	1,695.90
GENERAL OPERATING ACCOUNT	237053	3/13/2025	ORLANDO PAVING CO	25-00589	Hot Asphalt repairs	2,810.09	0	2,810.09
GENERAL OPERATING ACCOUNT	237054	3/13/2025	ORLANDO RUBBER STAMPS & SIGN	25-02396	Replacement Date Stamp-Yaritza	13.95	0	13.95
GENERAL OPERATING ACCOUNT	237055	3/13/2025	PEOPLE READY, INC	25-00169	Temp labor sanitation workers	46,693.10	0	46,693.10
GENERAL OPERATING ACCOUNT	237056	3/13/2025	PRIME CONSTRUCTION GROUP INC	24-05198	ITB 2024-A-52 NW WTP 1.0MG GST	603,442.64	0	603,442.64
GENERAL OPERATING ACCOUNT	237057	3/13/2025	PRO TINT & CAR AUDIO	25-02333	Tinting on bay doors	11,019.00	0	11,019.00
GENERAL OPERATING ACCOUNT	237058	3/13/2025	PRO TREE KUSTOMS AND AUTO COLL	25-01042	REPAIRS TO VEHICLE BODY DAMAGE	3,961.32	0	3,961.32
GENERAL OPERATING ACCOUNT	237059	3/13/2025	RING POWER CORPORATION	25-01160	PARTS & REPAIRS ON CATERPILLAR	12,842.81	0	12,842.81
GENERAL OPERATING ACCOUNT	237060	3/13/2025	RMS CONSTRUCTORS GROUP, LLC	25-00374	Concrete repair	291,048.00	0	291,048.00
GENERAL OPERATING ACCOUNT	237061	3/13/2025	GRAY ROBINSON	25-02934	Gray Robinson Contract Renewal	15,000.00	0	15,000.00
GENERAL OPERATING ACCOUNT	237062	3/13/2025	ROSENBAUER MINNESOTA, LLC	25-00767	MISCELLANOUS FIRE TRUCK PARTS	886.90	0	886.90
GENERAL OPERATING ACCOUNT	237063	3/13/2025	SCHNEIDER ELECTRIC SYSTEMS USA	25-01805	RTU repairs	2,425.76	0	2,425.76
GENERAL OPERATING ACCOUNT	237064	3/13/2025	LOUIS E. SNYDER	25-00580	MISC PARTS AND SUPPLIES	217.00	0	217.00
GENERAL OPERATING ACCOUNT	237065	3/13/2025	SOUTHERN HYDRAULICS LLC	25-00262	MISC HYD PARTS AND REPAIRS	8,594.80	0	8,594.80
GENERAL OPERATING ACCOUNT	237066	3/13/2025	SPIES POOL, LLC	25-02295	Splashpad repair	2,395.00	0	2,395.00
GENERAL OPERATING ACCOUNT	237067	3/13/2025	STAPLES CONTRACT & COMMERCIAL	25-00334	Blanket PO - Supplies	141.45	0	141.45
GENERAL OPERATING ACCOUNT	237067	3/13/2025	STAPLES CONTRACT & COMMERCIAL	25-02905	Station Supplies	66.93	0	66.93
GENERAL OPERATING ACCOUNT	237068	3/13/2025	STERICYCLE INC.	25-01039	Blanket PO - Waste Disposal	7,208.42	0	7,208.42
GENERAL OPERATING ACCOUNT	237069	3/13/2025	SURPLUS STEEL & SUPPLY, INC	25-00338	MISCELLANEOUS STEEL FOR REPAIR	146.75	0	146.75
GENERAL OPERATING ACCOUNT	237070	3/13/2025	PEP BOYS - MANNY, MOE & JACK,	25-00553	ALIGNMENTS ON CITY VEHICLES	514.88	0	514.88
GENERAL OPERATING ACCOUNT	237071	3/13/2025	THE BALMORAL GROUP, LLC	24-03261	Clearlake Irr. Pump Design	7,352.70	0	7,352.70
GENERAL OPERATING ACCOUNT	237072	3/13/2025	THE LAKE DOCTOR, INC	25-00837	Pond Spraying	1,425.00	0	1,425.00
GENERAL OPERATING ACCOUNT	237072	3/13/2025	THE LAKE DOCTOR, INC	25-01077	Cimarron Hills Pond Maint.	135.00	0	135.00
GENERAL OPERATING ACCOUNT	237073	3/13/2025	TRI-COUNTY LEAGUE OF CITIES	25-02903	Tri County Dues	841.82	0	841.82
GENERAL OPERATING ACCOUNT	237074	3/13/2025	ALLIED UNIVERSAL SECURITY SERV	25-02220	Security for City Hall	2,573.97	0	2,573.97
GENERAL OPERATING ACCOUNT	237075	3/13/2025	USA BLUE BOOK	25-00158	Inventory items blanket PO	305.66	0	305.66
GENERAL OPERATING ACCOUNT	237076	3/13/2025	VERMEER SOUTHEAST SALES & SERV	25-00770	PARTS AND REPAIRS ON VERMEERS	834.62	0	834.62
GENERAL OPERATING ACCOUNT	237077	3/13/2025	VETERANS OF FOREIGN WARS USA	25-02367	Citys payout to the VFW Jan'25	1,070.00	0	1,070.00
GENERAL OPERATING ACCOUNT	237077	3/13/2025	VETERANS OF FOREIGN WARS USA	25-02918	Citys payout to the VFW (FEB)	370.00	0	370.00
GENERAL OPERATING ACCOUNT	237078	3/13/2025	WESCO TURF , INC.	25-00696	MISCELLANEOUS MOWER PARTS	1,399.00	0	1,399.00
GENERAL OPERATING ACCOUNT	237079	3/13/2025	WILLIAMS, TAYLOR	25-02911	Training Reimbursement	150.00	0	150.00
GENERAL OPERATING ACCOUNT	237080	3/13/2025	WIRELESS CCTV	25-02382	Purchase of camera trailer	40,000.00	0	40,000.00
GENERAL OPERATING ACCOUNT	237081	3/13/2025	ZEP SALES & SERVICE	25-00732	Blanket PO - SOAP & DEODORIZER	360.16	0	360.16
GENERAL OPERATING ACCOUNT	237082	3/13/2025	ZHA INCORPORATED	23-06103	Public Safety Bld - TA#2	1,462.50	0	1,462.50
POLICE CONFISCATED FUNDS	1068	3/13/2025	AKAYEE IRVIN, SHANGHA	25-02785	Money Return	301.00	0	301.00
POLICE CONFISCATED FUNDS	1069	3/13/2025	PEREZ, BLANCA	25-02779	Money Return	7,557.12	0	7,557.12
SYNOVUS BANK E-PAYMENTS	305273	3/13/2025	A-ABRA-KEY-DABRA LOCKSMITH SER	25-02642	Key / Lock Service WTP & WRF	300.00	0	300.00
SYNOVUS BANK E-PAYMENTS	305274	3/13/2025	ALTERNATIVE POWER SOLUTIONS, I	25-00127	Generator PMs	837.40	0	837.40
SYNOVUS BANK E-PAYMENTS	305275	3/13/2025	APOPKA ACE HARDWARE & LUMBER I	25-00009	Supplies for City Repairs	53.06	0	53.06
SYNOVUS BANK E-PAYMENTS	305275	3/13/2025	APOPKA ACE HARDWARE & LUMBER I	25-00389	Tools and Supplies	194.40	0	194.40
SYNOVUS BANK E-PAYMENTS	305275	3/13/2025	APOPKA ACE HARDWARE & LUMBER I	25-00544	MISCELLANEOUS VEHICLE PARTS	71.59	0	71.59
SYNOVUS BANK E-PAYMENTS	305276	3/13/2025	BCI TECHNOLOGIES	25-02479	MCR Radio Repair for RTU	349.00	0	349.00
SYNOVUS BANK E-PAYMENTS	305276	3/13/2025	BCI TECHNOLOGIES	25-02892	RTU Radio Repair	498.96	0	498.96
SYNOVUS BANK E-PAYMENTS	305277	3/13/2025	CINTAS CORPORATION	25-00156	Uniforms	839.01	0	839.01
SYNOVUS BANK E-PAYMENTS	305278	3/13/2025	CORE & MAIN LP	25-00121	Inventory items	44,725.55	0	44,725.55
SYNOVUS BANK E-PAYMENTS	305278	3/13/2025	CORE & MAIN LP	25-00523	Meter replacement program	8,906.25	0	8,906.25
SYNOVUS BANK E-PAYMENTS	305279	3/13/2025	FAST SIGNS	25-02944	Key to City plaque	133.50	0	133.50
SYNOVUS BANK E-PAYMENTS	305285	3/13/2025	GALLS, PARENT HOLDINGS, LLC	25-00140	Firefighter Uniforms	6,632.19	0	6,632.19
SYNOVUS BANK E-PAYMENTS	305286	3/13/2025	GRAPHIC SOURCE OF CENTRAL FLOR	25-02529	Graphics for new engine	3,225.00	0	3,225.00
SYNOVUS BANK E-PAYMENTS	305287	3/13/2025	MILLIKAN BATTERY & ELECTRIC	25-00114	STOCK BATTERIES	989.00	0	989.00
SYNOVUS BANK E-PAYMENTS	305287	3/13/2025	MILLIKAN BATTERY & ELECTRIC	25-00282	Blanket PO: Vehicle Batteries	656.00	0	656.00
SYNOVUS BANK E-PAYMENTS	305289	3/13/2025	WELDON PARTS-ORLANDO	25-00283	STOCK:DEF FLUID	1,709.22	0	1,709.22
SYNOVUS BANK E-PAYMENTS	305289	3/13/2025	WELDON PARTS-ORLANDO	25-00285	DIESEL EXHAUST FLUID	3,924.72	0	3,924.72
SYNOVUS BANK E-PAYMENTS	305290	3/13/2025	SAFETY PRODUCTS INC	25-00120	Inventory items Blanket PO	1,936.70	0	1,936.70

SYNOVUS BANK E-PAYMENTS	305291	3/13/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01266	UB Copy Machine Lease	327.05	0	327.05
SYNOVUS BANK E-PAYMENTS	305291	3/13/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01269	Procurement Printer Maint	32.00	0	32.00
SYNOVUS BANK E-PAYMENTS	305291	3/13/2025	SEMINOLE OFFICE SOLUTIONS, INC	25-01271	PS Copy Machine Maintenance	252.01	0	252.01
SYNOVUS BANK E-PAYMENTS	305292	3/13/2025	SITEONE LANDSCAPE SUPPLY, LLC	25-00154	Chalk and Turface	2,194.10	0	2,194.10
SYNOVUS BANK E-PAYMENTS	305294	3/13/2025	TRAIL SAW & MOWER SERVICE, INC	25-00274	MISCELLANEOUS MOWER PARTS	2,153.75	0	2,153.75
SYNOVUS BANK E-PAYMENTS	305295	3/13/2025	AAMCO TRANSMISSIONS	25-00303	TRAMSMISSION REPAIRS	5,258.00	0	5,258.00
SYNOVUS BANK E-PAYMENTS	305296	3/13/2025	HORIZON DISTRIBUTORS INC	25-00827	Irrigation repairs	4,223.57	0	4,223.57
SYNOVUS BANK E-PAYMENTS	305297	3/13/2025	UNIFIRST CORPORATION	25-00754	UNIFORMS RENTAL FY 2025	1,992.82	0	1,992.82
OPERATING ACCOUNT WIRES	903949	3/14/2025	EMPOWER ANNUITY INSURANCE CO.	25-03055	PRUDENTIAL RETIREMENT 03/08/25	468,179.39	0	468,179.39
OPERATING ACCOUNT WIRES	903950	3/14/2025	INTERNAL REVENUE SERVICE	25-03054	ACH PAYROLL TAX W/E 03/08/25	435,293.83	0	435,293.83
OPERATING ACCOUNT WIRES	903951	3/14/2025	VOYA INSTITUTIONAL TRUST CO.	25-03053	457 CONTRIBUTION W/E 03/08/25	21,872.94	0	21,872.94
OPERATING ACCOUNT WIRES	903953	3/14/2025	APOPKA PROFESSIONAL FIREFIGHT	25-03059	FD Union Dues February 2025	5,338.39	0	5,338.39
OPERATING ACCOUNT WIRES	903954	3/14/2025	APOPKA POLICE OFFICERS ASSOC	25-03058	PD Union February 2025	296.80	0	296.80
OPERATING ACCOUNT WIRES	903955	3/14/2025	APOPKA FIREFIGHTERS ASSOC.	25-03057	FD Assoc Dues February 2025	400.00	0	400.00
OPERATING ACCOUNT WIRES	903956	3/14/2025	EXPERTPAY	25-03052	CHILD SUPPORT W/E 03/08/25	3,491.28	0	3,491.28
OPERATING ACCOUNT WIRES	903957	3/14/2025	DUKE ENERGY	25-00593	Duke Electric Service (1022)	162.31	0	162.31
OPERATING ACCOUNT WIRES	903975	3/14/2025	FLORIDA DEPT OF ENVIRONMENTAL	25-03050	WATER PLANT LOAN 480211 PMT 11	1,675,245.34	0	1,675,245.34
GENERAL OPERATING ACCOUNT	237083	3/17/2025	OROZCO, EVERARDO	25-03065	UTILITY REFUND	32.57	0	32.57
GENERAL OPERATING ACCOUNT	237084	3/17/2025	PEREZ, FIDENCIO	25-03066	UTILITY REFUND	110.61	0	110.61
GENERAL OPERATING ACCOUNT	237085	3/17/2025	LOPEZ, CYNTHIA	25-03067	UTILITY REFUND	67.66	0	67.66
GENERAL OPERATING ACCOUNT	237086	3/17/2025	WOODBURY, NORMA	25-03068	UTILITY REFUND	114.80	0	114.80
GENERAL OPERATING ACCOUNT	237087	3/17/2025	LLC PMF APOPKA 1	25-03069	UTILITY REFUND	117.20	0	117.20
GENERAL OPERATING ACCOUNT	237088	3/17/2025	ELLIS, AARON	25-03070	UTILITY REFUND	132.89	0	132.89
GENERAL OPERATING ACCOUNT	237089	3/17/2025	GRAEVE, JOSEPH	25-03071	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237090	3/17/2025	GRAEVE, JOSEPH	25-03072	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237091	3/17/2025	RIVAS, ANA	25-03073	UTILITY REFUND	36.97	0	36.97
GENERAL OPERATING ACCOUNT	237092	3/17/2025	FITTS, GARY	25-03074	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237093	3/17/2025	HYDE, JANEL	25-03075	UTILITY REFUND	155.00	0	155.00
GENERAL OPERATING ACCOUNT	237094	3/17/2025	TROUBLE FREE PROPERTY MGMT	25-03076	UTILITY REFUND	212.20	0	212.20
GENERAL OPERATING ACCOUNT	237095	3/17/2025	NICOLAS VIL, OLGA	25-03077	UTILITY REFUND	94.32	0	94.32
GENERAL OPERATING ACCOUNT	237096	3/17/2025	CHEN, YING	25-03078	UTILITY REFUND	212.20	0	212.20
GENERAL OPERATING ACCOUNT	237097	3/17/2025	HPA US1 LLC	25-03079	UTILITY REFUND	220.00	0	220.00
GENERAL OPERATING ACCOUNT	237098	3/17/2025	TRETO, JOSE	25-03080	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	237099	3/17/2025	DELGADO, CARLOS	25-03081	UTILITY REFUND	83.39	0	83.39
GENERAL OPERATING ACCOUNT	237100	3/17/2025	MCINTYRE, VIRGINIA	25-03082	UTILITY REFUND	23.12	0	23.12
GENERAL OPERATING ACCOUNT	237101	3/17/2025	TUHACEK, WILLIAM	25-03083	UTILITY REFUND	155.00	0	155.00
GENERAL OPERATING ACCOUNT	237102	3/17/2025	TOTH, KRISZTINA	25-03084	UTILITY REFUND	80.20	0	80.20
GENERAL OPERATING ACCOUNT	237103	3/17/2025	WMG ACQUISITIONS LLC	25-03085	UTILITY REFUND	221.51	0	221.51
GENERAL OPERATING ACCOUNT	237104	3/17/2025	RAMOS, BILLY	25-03086	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	237105	3/17/2025	SPANO, THERESA	25-03087	UTILITY REFUND	67.77	0	67.77
GENERAL OPERATING ACCOUNT	237106	3/17/2025	LESSA INVESTMENTS LLC	25-03088	UTILITY REFUND	225.58	0	225.58
GENERAL OPERATING ACCOUNT	237107	3/17/2025	ARCELO, EUNICE	25-03089	UTILITY REFUND	110.61	0	110.61
GENERAL OPERATING ACCOUNT	237108	3/17/2025	AVILES, MARIA	25-03090	UTILITY REFUND	165.43	0	165.43
GENERAL OPERATING ACCOUNT	237109	3/17/2025	RICHARDSON, CHRIS	25-03091	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	237110	3/17/2025	BARCO, MARTHA	25-03092	UTILITY REFUND	30.99	0	30.99
GENERAL OPERATING ACCOUNT	237111	3/17/2025	PIPOCA LLC	25-03093	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	237112	3/17/2025	MENDOZA, JOSE	25-03094	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	237113	3/17/2025	BROWN, DERRICK	25-03095	UTILITY REFUND	11.05	0	11.05
GENERAL OPERATING ACCOUNT	237114	3/17/2025	MATTAMY HOMES USA	25-03096	UTILITY REFUND	141.19	0	141.19
GENERAL OPERATING ACCOUNT	237115	3/17/2025	MI HOMES OF ORLANDO LLC	25-03097	UTILITY REFUND	47.16	0	47.16
GENERAL OPERATING ACCOUNT	237116	3/17/2025	MI HOMES OF ORLANDO, LLC	25-03098	UTILITY REFUND	42.98	0	42.98
GENERAL OPERATING ACCOUNT	237117	3/17/2025	MI HOMES OF ORLANDO, LLC	25-03099	UTILITY REFUND	48.12	0	48.12
GENERAL OPERATING ACCOUNT	237118	3/17/2025	MI HOMES OF ORLANDO, LLC	25-03100	UTILITY REFUND	50.01	0	50.01
GENERAL OPERATING ACCOUNT	237119	3/17/2025	JIMENEZ, ANDRES	25-03101	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	237120	3/17/2025	LEE, MICHAEL	25-03102	UTILITY REFUND	26.76	0	26.76
GENERAL OPERATING ACCOUNT	237121	3/17/2025	CANAAN REALTY LLC	25-03103	UTILITY REFUND	2,144.57	0	2,144.57
GENERAL OPERATING ACCOUNT	237122	3/17/2025	WEITZNER, SCOTT	25-03104	UTILITY REFUND	75.08	0	75.08
GENERAL OPERATING ACCOUNT	237123	3/17/2025	LENNAR HOMES	25-03105	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237124	3/17/2025	LENNAR HOMES	25-03106	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237125	3/17/2025	JOHNSON, AMANDA	25-03107	UTILITY REFUND	47.20	0	47.20
GENERAL OPERATING ACCOUNT	237126	3/17/2025	LENNAR HOMES	25-03108	UTILITY REFUND	306.10	0	306.10
GENERAL OPERATING ACCOUNT	237127	3/17/2025	LENNAR HOMES	25-03109	UTILITY REFUND	316.10	0	316.10

GENERAL OPERATING ACCOUNT	237128	3/17/2025	LENNAR HOMES	25-03110	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237129	3/17/2025	LENNAR HOMES	25-03111	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237130	3/17/2025	LENNAR HOMES	25-03112	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237131	3/17/2025	LENNAR HOMES	25-03113	UTILITY REFUND	307.20	0	307.20
GENERAL OPERATING ACCOUNT	237132	3/17/2025	LENNAR HOMES	25-03114	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237133	3/17/2025	LENNAR HOMES	25-03115	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237134	3/17/2025	LENNAR HOMES	25-03116	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237135	3/17/2025	LENNAR HOMES	25-03117	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237136	3/17/2025	LENNAR HOMES	25-03118	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237137	3/17/2025	LENNAR HOMES	25-03119	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237138	3/17/2025	PAROLIN, VANESSA	25-03120	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237139	3/17/2025	ALI-STROUB, NATALIE	25-03121	UTILITY REFUND	145.55	0	145.55
GENERAL OPERATING ACCOUNT	237140	3/17/2025	MOODY-JOHNSON, TATIANA	25-03122	UTILITY REFUND	46.69	0	46.69
GENERAL OPERATING ACCOUNT	237141	3/17/2025	MATTAMY HOMES USA	25-03123	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237142	3/17/2025	OPENDOOR LABS INC	25-03124	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	237143	3/17/2025	ORLANDO REO	25-03125	UTILITY REFUND	90.00	0	90.00
GENERAL OPERATING ACCOUNT	237144	3/17/2025	DR HORTON	25-03126	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237145	3/17/2025	DEVEAUX, PETER	25-03127	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237146	3/17/2025	NVR INC	25-03128	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237147	3/17/2025	PAULETTE, NIC	25-03129	UTILITY REFUND	50.00	0	50.00
GENERAL OPERATING ACCOUNT	237148	3/17/2025	TROUBLE FREE PROPERTY MGMT	25-03130	UTILITY REFUND	245.00	0	245.00
GENERAL OPERATING ACCOUNT	237149	3/17/2025	DR HORTON	25-03131	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237150	3/17/2025	DR HORTON	25-03132	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237151	3/17/2025	DR HORTON	25-03133	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237152	3/17/2025	FLORIDA KENWORTH, LLC	25-00288	PARTS & REPAIRS LARGE TRUCKS	3,413.33	0	3,413.33
OPERATING ACCOUNT WIRES	903958	3/17/2025	DUKE ENERGY	25-00593	Duke Electric Service (1022)	42.90	0	42.90
OPERATING ACCOUNT WIRES	903970	3/17/2025	LOWE'S	25-00006	Supplies for City repairs	1,023.00	0	1,023.00
OPERATING ACCOUNT WIRES	903970	3/17/2025	LOWE'S	25-00099	Blanket Operating Supplies	55.06	0	55.06
OPERATING ACCOUNT WIRES	903970	3/17/2025	LOWE'S	25-00151	Blanket PO- Operating Supplies	1,438.01	0	1,438.01
OPERATING ACCOUNT WIRES	903970	3/17/2025	LOWE'S	25-00165	Blanket operating supplies	142.54	0	142.54
OPERATING ACCOUNT WIRES	903970	3/17/2025	LOWE'S	25-00230	Blanket PO- Training Materials	258.89	0	258.89
OPERATING ACCOUNT WIRES	903970	3/17/2025	LOWE'S	25-00441	Lowe's Blanket	141.55	0	141.55
OPERATING ACCOUNT WIRES	903970	3/17/2025	LOWE'S	25-00971	Blanket-Repairs/Damages	71.12	0	71.12
OPERATING ACCOUNT WIRES	903970	3/17/2025	LOWE'S	25-01021	Lowes-range supplies/tools	40.76	0	40.76
OPERATING ACCOUNT WIRES	903971	3/17/2025	LOWE'S	25-00230	Blanket PO- Training Materials	1,652.68	0	1,652.68
OPERATING ACCOUNT WIRES	903971	3/17/2025	LOWE'S	25-00503	Blanket PO for Supplies	118.73	0	118.73
OPERATING ACCOUNT WIRES	903971	3/17/2025	LOWE'S	25-02186	Blanket Supplies Fran Carlton	65.30	0	65.30
GENERAL OPERATING ACCOUNT	237153	3/19/2025	APOPKA HIGH SCHOOL GOLF TEAM	20-01215	donation to AHS Golf Team	100.00	0	100.00
GENERAL OPERATING ACCOUNT	237154	3/19/2025	HARRIS, ASHLEY	19-04947	UTILITY REFUND	170.00	0	170.00
GENERAL OPERATING ACCOUNT	237155	3/19/2025	WILSON, VALERIE	19-00539	UTILITY REFUND	58.52	0	58.52
GENERAL OPERATING ACCOUNT	237156	3/19/2025	MONIZ, LEONARD	19-05150	UTILITY REFUND	112.33	0	112.33
GENERAL OPERATING ACCOUNT	237157	3/19/2025	RAMOS, BENITO	20-00139	UTILITY REFUND	220.00	0	220.00
GENERAL OPERATING ACCOUNT	237158	3/19/2025	CADWELL, HELEN	24-02934	UTILITY REFUND	185.00	0	185.00
GENERAL OPERATING ACCOUNT	237159	3/19/2025	CARTER, GAIL	20-00078	UTILITY REFUND	170.00	0	170.00
GENERAL OPERATING ACCOUNT	237160	3/19/2025	SCOTT, CINDY	20-00496	UTILITY REFUND	220.00	0	220.00
GENERAL OPERATING ACCOUNT	237161	3/19/2025	MAKELELE, JOAN	18-05028	UTILITY REFUND	220.00	0	220.00
GENERAL OPERATING ACCOUNT	237162	3/19/2025	PETERS, APRIL	19-05369	UTILITY REFUND	220.00	0	220.00
GENERAL OPERATING ACCOUNT	237163	3/19/2025	ROSE, MICHELLE	19-05624	UTILITY REFUND	187.26	0	187.26
GENERAL OPERATING ACCOUNT	237164	3/19/2025	POTTER, SHELLY	18-00888	UTILITY REFUND	220.00	0	220.00
GENERAL OPERATING ACCOUNT	237165	3/19/2025	STEWART, ERNEST	18-03018	UTILITY REFUND	50.00	0	50.00
GENERAL OPERATING ACCOUNT	237166	3/20/2025	ALL VALLEY HOSE AND INDUSTRIAL	25-00547	HOSE & FITTINGS FOR BIG TRUCKS	1,102.75	0	1,102.75
GENERAL OPERATING ACCOUNT	237167	3/20/2025	ARGOS NORTH AMERICA CORP	25-01304	Concrete for sidewalk repairs	3,894.50	0	3,894.50
GENERAL OPERATING ACCOUNT	237168	3/20/2025	ARROWSMITH, J.W.	25-00176	COUNCIL RETIREMENT FY2025	575.00	0	575.00
GENERAL OPERATING ACCOUNT	237169	3/20/2025	BIRCHMORE GROUP, INC.	25-00330	Entertainment Services	2,000.00	0	2,000.00
GENERAL OPERATING ACCOUNT	237170	3/20/2025	BLUEMOON BAND LLC	25-03010	Blue Moon Band	2,500.00	0	2,500.00
GENERAL OPERATING ACCOUNT	237171	3/20/2025	BOY SCOUTS OF AMERICA	25-03041	Mayor Nelson donation/eagledin	500.00	0	500.00
GENERAL OPERATING ACCOUNT	237172	3/20/2025	BOY SCOUTS OF AMERICA	25-03051	Donation - Comm. Velazquez	300.00	0	300.00
GENERAL OPERATING ACCOUNT	237173	3/20/2025	BRIGHTVIEW LANDSCAPE SERVICES	25-00405	MSBU Mowing Cimarron Hills	350.00	0	350.00
GENERAL OPERATING ACCOUNT	237173	3/20/2025	BRIGHTVIEW LANDSCAPE SERVICES	25-00506	MSBU Mowing Maineline Village	96.34	0	96.34
GENERAL OPERATING ACCOUNT	237173	3/20/2025	BRIGHTVIEW LANDSCAPE SERVICES	25-00507	MSBU Mowing Maine Ave Villas	235.50	0	235.50
GENERAL OPERATING ACCOUNT	237173	3/20/2025	BRIGHTVIEW LANDSCAPE SERVICES	25-00509	MSBU Mowing Lake McCoy Oaks	78.34	0	78.34
GENERAL OPERATING ACCOUNT	237173	3/20/2025	BRIGHTVIEW LANDSCAPE SERVICES	25-00510	MSBU Mowing Lovell Terrace	192.84	0	192.84

GENERAL OPERATING ACCOUNT	237174	3/20/2025	CASTILLO, MIGUEL	25-03063	Mileage reimbursement	12.18	0	12.18
GENERAL OPERATING ACCOUNT	237175	3/20/2025	CONTROL SPECIALISTS	25-00148	Traffic Signal Light Repair	14,040.00	0	14,040.00
GENERAL OPERATING ACCOUNT	237176	3/20/2025	CREASER, MARK	25-02872	Creaser NIOA Conference-P Diem	187.00	0	187.00
GENERAL OPERATING ACCOUNT	237177	3/20/2025	CREATIVE FINANCIAL STAFFING	25-01298	Finance Dept. Temp Staff	2,352.44	0	2,352.44
GENERAL OPERATING ACCOUNT	237177	3/20/2025	CREATIVE FINANCIAL STAFFING	25-02922	Buyout Fee Yaritza Pabon	3,500.00	0	3,500.00
GENERAL OPERATING ACCOUNT	237178	3/20/2025	DEYOUNG LAW FIRM, P.A.	25-00275	PD LEGAL ADVISOR 2024-25	8,766.57	0	8,766.57
GENERAL OPERATING ACCOUNT	237179	3/20/2025	DJ'S UNLIMITED OF FLORIDA	25-02782	DJ for Black History Mon. Cele	775.00	0	775.00
GENERAL OPERATING ACCOUNT	237180	3/20/2025	DRN PRESSURE WASHER LLC	25-02487	Sidewalk Maintenance	12,411.28	0	12,411.28
GENERAL OPERATING ACCOUNT	237181	3/20/2025	ELROD, NICHOLAUS	25-03013	Training Reimbursement	74.00	0	74.00
GENERAL OPERATING ACCOUNT	237182	3/20/2025	ENCO UTILITY SERVICES FLORIDA	25-00813	UTILITY BILL PRINT & POSTAGE	9,718.62	0	9,718.62
GENERAL OPERATING ACCOUNT	237183	3/20/2025	ENTERTAINMENT RETAIL	25-03025	Uniform Jackets	5,779.00	0	5,779.00
GENERAL OPERATING ACCOUNT	237184	3/20/2025	EVERIDGE, ROBERT	25-03042	Training per diem	94.00	0	94.00
GENERAL OPERATING ACCOUNT	237185	3/20/2025	FAHNING, ALISON	25-03043	Training per diem	94.00	0	94.00
GENERAL OPERATING ACCOUNT	237186	3/20/2025	FARM CITY, INC	25-00427	Canine food - BLANKET	295.76	0	295.76
GENERAL OPERATING ACCOUNT	237187	3/20/2025	FIRST DATA	25-00818	MERCHANT FEES	3,117.11	0	3,117.11
GENERAL OPERATING ACCOUNT	237188	3/20/2025	First Capitol Consulting	25-03061	2024 ACA 1095C US Mail Distr.	2,444.00	0	2,444.00
GENERAL OPERATING ACCOUNT	237189	3/20/2025	FISHER & PHILLIPS LLP	25-00290	LABOR ATTORNEY FEES 2024-25	854.00	0	854.00
GENERAL OPERATING ACCOUNT	237190	3/20/2025	GEOSYNTEC CONSULTANTS, INC.	25-02038	Grant Writing	9,110.00	0	9,110.00
GENERAL OPERATING ACCOUNT	237191	3/20/2025	GOLDSMITH, ANTHONY	25-03002	Mileage reimbursement	26.46	0	26.46
GENERAL OPERATING ACCOUNT	237192	3/20/2025	GRAINGER	25-00124	Inventory items blanket PO	732.96	0	732.96
GENERAL OPERATING ACCOUNT	237192	3/20/2025	GRAINGER	25-00166	Supplies for City Facilities	2,226.33	0	2,226.33
GENERAL OPERATING ACCOUNT	237193	3/20/2025	WHITE CAP, LP	25-01618	Operating Supplies	1,044.45	0	1,044.45
GENERAL OPERATING ACCOUNT	237194	3/20/2025	HERC RENTALS	25-00137	Equipment Rental	559.77	0	559.77
GENERAL OPERATING ACCOUNT	237195	3/20/2025	HUTCHINSON, MATTHEW	25-02812	Bag Pipes for Memorial day	250.00	0	250.00
GENERAL OPERATING ACCOUNT	237196	3/20/2025	HAYT, HAYT & LANDAU, P.L.	25-03056	Garnishment - Miguel Santis	314.22	0	314.22
GENERAL OPERATING ACCOUNT	237197	3/20/2025	JEREZ, IRVIN	25-02878	Jerez Instr. Conference-P Diem	159.00	0	159.00
GENERAL OPERATING ACCOUNT	237198	3/20/2025	JMD GLOBAL DEVELOPERS, LLC	25-02652	Sidewalk Repair	19,142.10	0	19,142.10
GENERAL OPERATING ACCOUNT	237199	3/20/2025	JOHN MILLER TRUCKING, INC.	25-01341	Sod	139.00	0	139.00
GENERAL OPERATING ACCOUNT	237200	3/20/2025	JONES, TWANYETTA	25-03032	Rental deposit refund BDCC	100.00	0	100.00
GENERAL OPERATING ACCOUNT	237201	3/20/2025	KNOWLES KENNEDY, THERESA	25-03011	Repurchase of Cemetery Plots	3,480.00	0	3,480.00
GENERAL OPERATING ACCOUNT	237202	3/20/2025	LAKE APOPKA NATURAL GAS DISTRI	25-00560	Blanket PO - Utility Charges	128.27	0	128.27
GENERAL OPERATING ACCOUNT	237202	3/20/2025	LAKE APOPKA NATURAL GAS DISTRI	25-01389	NATURAL GAS CNG STATION FY25	12,890.68	0	12,890.68
GENERAL OPERATING ACCOUNT	237202	3/20/2025	LAKE APOPKA NATURAL GAS DISTRI	25-01446	Natural Gas for City Facilitie	335.39	0	335.39
GENERAL OPERATING ACCOUNT	237203	3/20/2025	LATTIMORE, DARRYL A	25-03018	Mileage reimbursement	31.50	0	31.50
GENERAL OPERATING ACCOUNT	237204	3/20/2025	MARCO POLO POOL MAINT INC	25-00328	Pool & Splash Pad Maintenence	691.67	0	691.67
GENERAL OPERATING ACCOUNT	237205	3/20/2025	MCINTOSH, ASHBOURNE	25-03035	Parts reimbursement	62.90	0	62.90
GENERAL OPERATING ACCOUNT	237206	3/20/2025	METRIC ENGINEERING INC	25-02064	US 441/Bradshaw Rd Easemnt Upd	4,784.32	0	4,784.32
GENERAL OPERATING ACCOUNT	237206	3/20/2025	METRIC ENGINEERING INC	25-02537	Emerson Park Survey	612.35	0	612.35
GENERAL OPERATING ACCOUNT	237207	3/20/2025	MGT OF AMERICA CONSULTING, LLC	24-04014	Recruiting Services for CDD	1,474.00	0	1,474.00
GENERAL OPERATING ACCOUNT	237208	3/20/2025	MIDFLORIDA ARMORED & ATM SERV	25-01307	Armored Car Services FY25	709.00	0	709.00
GENERAL OPERATING ACCOUNT	237209	3/20/2025	MOTOROLA SOLUTIONS, INC.	25-00597	Motorola radios for garbage tr	17,298.10	0	17,298.10
GENERAL OPERATING ACCOUNT	237210	3/20/2025	NOTARY PUBLIC UNDERWRITERS INC	25-00992	BLANKET - Notary Renewal & New	137.95	0	137.95
GENERAL OPERATING ACCOUNT	237211	3/20/2025	NUNEZ, ERLIS	25-03003	Mileage reimbursement	9.24	0	9.24
GENERAL OPERATING ACCOUNT	237211	3/20/2025	NUNEZ, ERLIS	25-03062	Mileage reimbursement	13.86	0	13.86
GENERAL OPERATING ACCOUNT	237212	3/20/2025	OCU - SOLID WASTE DIVISION	25-01025	Garbage Disposal Tipping Fees	118,686.95	0	118,686.95
GENERAL OPERATING ACCOUNT	237216	3/20/2025	ODP BUSINESS SOLUTIONS, LLC	25-00047	Office Supplies	534.25	0	534.25
GENERAL OPERATING ACCOUNT	237216	3/20/2025	ODP BUSINESS SOLUTIONS, LLC	25-00183	Blanket for Office Supplies	1,282.36	0	1,282.36
GENERAL OPERATING ACCOUNT	237216	3/20/2025	ODP BUSINESS SOLUTIONS, LLC	25-00396	Blanket PO - Office Supplies	10.98	0	10.98
GENERAL OPERATING ACCOUNT	237216	3/20/2025	ODP BUSINESS SOLUTIONS, LLC	25-00514	Blanket for Office Supplies	577.65	0	577.65
GENERAL OPERATING ACCOUNT	237216	3/20/2025	ODP BUSINESS SOLUTIONS, LLC	25-00515	Blanket for Office Supplies	912.65	0	912.65
GENERAL OPERATING ACCOUNT	237216	3/20/2025	ODP BUSINESS SOLUTIONS, LLC	25-00516	Blanket for Office Supplies	63.72	0	63.72
GENERAL OPERATING ACCOUNT	237216	3/20/2025	ODP BUSINESS SOLUTIONS, LLC	25-00517	Blanket for Office Supplies	328.84	0	328.84
GENERAL OPERATING ACCOUNT	237216	3/20/2025	ODP BUSINESS SOLUTIONS, LLC	25-00817	OFFICE SUPPLIES	197.32	0	197.32
GENERAL OPERATING ACCOUNT	237217	3/20/2025	OPG PLUS LLC	25-00588	Oil spill clean up	3,810.38	0	3,810.38
GENERAL OPERATING ACCOUNT	237218	3/20/2025	ORANGE COUNTY UTILITIES	25-00745	RW Augmentation Acc#7266041755	1,472.76	0	1,472.76
GENERAL OPERATING ACCOUNT	237219	3/20/2025	OSBURN ASSOCIATES INC	25-00394	Street sign replacement	621.80	0	621.80
GENERAL OPERATING ACCOUNT	237220	3/20/2025	PARKINSON, ANDREW	25-02876	Parkinson NIOA Conf- P. Diem	187.00	0	187.00
GENERAL OPERATING ACCOUNT	237221	3/20/2025	PREMIER LAWN MAINTENANCE	25-00246	Grounds Maintenance	470.00	0	470.00
GENERAL OPERATING ACCOUNT	237221	3/20/2025	PREMIER LAWN MAINTENANCE	25-00267	Right of Way mowing contract	16,073.60	0	16,073.60
GENERAL OPERATING ACCOUNT	237222	3/20/2025	QUADIENT LEASING USA, INC.	25-02032	Mail Machine Lease	580.83	0	580.83
GENERAL OPERATING ACCOUNT	237223	3/20/2025	RAKAMA ENTERPRISES, INC.	25-03015	Ferns for event	107.00	0	107.00
GENERAL OPERATING ACCOUNT	237224	3/20/2025	RECYCLING SERVICES OF FLORIDA	25-02036	Recyling Tipping Fees	14,187.00	0	14,187.00

GENERAL OPERATING ACCOUNT	237225	3/20/2025	RE-IMAGINE COMMUNITIES CORP	25-02919	Donation Youth Award Ceremony	500.00	0	500.00
GENERAL OPERATING ACCOUNT	237226	3/20/2025	ROLLKALL	25-00240	CRA Community Policing Program	2,373.00	0	2,373.00
GENERAL OPERATING ACCOUNT	237227	3/20/2025	RUDICH, JENNIFER	25-02877	J. Rudich NIOA Conf- P. Diem	187.00	0	187.00
GENERAL OPERATING ACCOUNT	237228	3/20/2025	ORLANDO SENTINEL	25-01454	Procurement Bid Advertisement	69.42	0	69.42
GENERAL OPERATING ACCOUNT	237231	3/20/2025	SHEPARD,SMITH, HAND & BRACKINS	25-03064	OUTSIDE LEGAL COUNSEL FEB 2025	33,794.35	0	33,794.35
GENERAL OPERATING ACCOUNT	237232	3/20/2025	T-MOBILE USA	25-00021	Cell Data For GPS & iPad Servi	7,264.78	0	7,264.78
GENERAL OPERATING ACCOUNT	237232	3/20/2025	T-MOBILE USA	25-01900	PIO/Strategic Service-BLANKET	0.00	0	0.00
GENERAL OPERATING ACCOUNT	237232	3/20/2025	T-MOBILE USA	25-02251	Tablets For Public Services	2,599.97	0	2,599.97
GENERAL OPERATING ACCOUNT	237232	3/20/2025	T-MOBILE USA	25-02364	iPads - Public Services	899.94	0	899.94
GENERAL OPERATING ACCOUNT	237232	3/20/2025	T-MOBILE USA	25-02506	Replacement Hardware	929.98	0	929.98
GENERAL OPERATING ACCOUNT	237233	3/20/2025	ALLIED UNIVERSAL SECURITY SERV	25-02220	Security for City Hall	2,595.60	0	2,595.60
GENERAL OPERATING ACCOUNT	237234	3/20/2025	USA SERVICES OF FLORIDA, INC.	25-02907	Street Sweeping-Blanket	3,000.00	0	3,000.00
GENERAL OPERATING ACCOUNT	237235	3/20/2025	U.S. BANK	25-01331	PD Copy Machine Lease	356.12	0	356.12
GENERAL OPERATING ACCOUNT	237236	3/20/2025	VALLEJO, BLANCA	25-03027	FCC facility deposit refund	200.00	0	200.00
GENERAL OPERATING ACCOUNT	237237	3/20/2025	VANNORSTRAND, ERIN	25-03039	College Tuition Reimbursement	1,200.00	0	1,200.00
GENERAL OPERATING ACCOUNT	237237	3/20/2025	VANNORSTRAND, ERIN	25-03044	Training per diem	94.00	0	94.00
GENERAL OPERATING ACCOUNT	237238	3/20/2025	VERIZON WIRELESS	25-00016	Verizon Cellular Service	1,969.58	0	1,969.58
GENERAL OPERATING ACCOUNT	237239	3/20/2025	WASTE MANAGEMENT INC OF FL	25-00882	Yard Waste Tipping Fees.	11,673.56	0	11,673.56
GENERAL OPERATING ACCOUNT	237240	3/20/2025	W.B. MASON COMPANY, INC	25-00377	Janitorial Supplies	1,706.76	0	1,706.76
GENERAL OPERATING ACCOUNT	237241	3/20/2025	XYLEM DEWATERING SOLUTIONS INC	25-02851	Pump Repair	582.99	0	582.99
GENERAL OPERATING ACCOUNT	237242	3/20/2025	YOURIDGUARD, INC.	25-00162	Open PO EE YOURIDGUARD FY25	800.25	0	800.25
GENERAL OPERATING ACCOUNT	237243	3/20/2025	GRANITE MOUNTAIN INDUSTRIES	25-02468	Tactical Entry Tools	10,276.07	0	10,276.07
POLICE CONFISCATED FUNDS	1070	3/20/2025	ANDERSON, TYRONE	25-03009	Money Return	475.00	0	475.00
SYNOVUS BANK E-PAYMENTS	305298	3/20/2025	A-ABRA-KEY-DABRA LOCKSMITH SER	25-02932	PD Keys	13.50	0	13.50
SYNOVUS BANK E-PAYMENTS	305299	3/20/2025	APOPKA CHIEF, THE	25-00239	Blanket PO - Legal Ads	477.00	0	477.00
SYNOVUS BANK E-PAYMENTS	305300	3/20/2025	APOPKA ACE HARDWARE & LUMBER I	25-00009	Supplies for City Repairs	114.56	0	114.56
SYNOVUS BANK E-PAYMENTS	305300	3/20/2025	APOPKA ACE HARDWARE & LUMBER I	25-00100	Blanket Operating Supplies	21.58	0	21.58
SYNOVUS BANK E-PAYMENTS	305300	3/20/2025	APOPKA ACE HARDWARE & LUMBER I	25-00400	Purchase NonInventory Supplies	109.76	0	109.76
SYNOVUS BANK E-PAYMENTS	305300	3/20/2025	APOPKA ACE HARDWARE & LUMBER I	25-00408	Blanket operating supplies	27.95	0	27.95
SYNOVUS BANK E-PAYMENTS	305301	3/20/2025	APOPKA PLAQUE AND TROPHY	25-02059	Office plates, etc.	30.00	0	30.00
SYNOVUS BANK E-PAYMENTS	305302	3/20/2025	GALLS, PARENT HOLDINGS, LLC	25-00140	Firefighter Uniforms	1,546.48	0	1,546.48
SYNOVUS BANK E-PAYMENTS	305303	3/20/2025	GALLS, PARENT HOLDINGS, LLC	25-00694	BLANKET PO Agency Footwear	445.16	0	445.16
SYNOVUS BANK E-PAYMENTS	305304	3/20/2025	GT DISTRIBUTORS	25-02336	14 Vacancy New Hire Duty Gear	402.00	0	402.00
SYNOVUS BANK E-PAYMENTS	305305	3/20/2025	MERCER PEST CONTROL, INC.	25-00762	Pest Control Citywide	2,245.88	0	2,245.88
SYNOVUS BANK E-PAYMENTS	305306	3/20/2025	TRAIL SAW & MOWER SERVICE, INC	25-00197	Blanket operating supplies	734.20	0	734.20
GENERAL OPERATING ACCOUNT	237246	3/21/2025	SHEPARD,SMITH, HAND & BRACKINS	25-02774	OUTSIDE LEGAL COUNSEL JAN 25	29,606.30	0	29,606.30
GENERAL OPERATING ACCOUNT	237247	3/21/2025	FLORIDA KENWORTH, LLC	25-02640	PARTS & REPAIRS LARGE TRUCKS	8,253.91	0	8,253.91
GENERAL OPERATING ACCOUNT	237248	3/21/2025	MATTRESS FIRM, INC.	25-01890	Station Mattresses	2,595.00	0	2,595.00
GENERAL OPERATING ACCOUNT	237249	3/21/2025	MATTRESS FIRM, INC.	25-02091	Station Mattress	344.00	0	344.00
GENERAL OPERATING ACCOUNT	237250	3/21/2025	MATTRESS FIRM, INC.	25-02178	Station mattress and frames	4,125.00	0	4,125.00
GENERAL OPERATING ACCOUNT	237251	3/24/2025	TOLL BROTHERS	25-03162	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237252	3/24/2025	TOLL BROTHERS	25-03163	UTILITY REFUND	141.54	0	141.54
GENERAL OPERATING ACCOUNT	237253	3/24/2025	TOLL BROTHERS	25-03164	UTILITY REFUND	155.00	0	155.00
GENERAL OPERATING ACCOUNT	237254	3/24/2025	TOLL BROTHERS	25-03165	UTILITY REFUND	129.67	0	129.67
GENERAL OPERATING ACCOUNT	237255	3/24/2025	TOLL BROTHERS	25-03166	UTILITY REFUND	133.99	0	133.99
GENERAL OPERATING ACCOUNT	237256	3/24/2025	TOLL BROTHERS	25-03167	UTILITY REFUND	107.64	0	107.64
GENERAL OPERATING ACCOUNT	237257	3/24/2025	DR HORTON	25-03168	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237258	3/24/2025	DR HORTON	25-03169	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237259	3/24/2025	DR HORTON	25-03170	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237260	3/24/2025	MATTAMY HOMES USA	25-03171	UTILITY REFUND	155.00	0	155.00
GENERAL OPERATING ACCOUNT	237261	3/24/2025	MATTAMY HOMES USA	25-03172	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237262	3/24/2025	MATTAMY HOMES USA	25-03173	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237263	3/24/2025	MATTAMY HOMES USA	25-03174	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237264	3/24/2025	MATTAMY HOMES USA	25-03175	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237265	3/24/2025	MATTAMY HOMES USA	25-03176	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237266	3/24/2025	K HOVNANIAN	25-03177	UTILITY REFUND	755.01	0	755.01
GENERAL OPERATING ACCOUNT	237267	3/24/2025	MI HOMES OF ORLANDO LLC	25-03178	UTILITY REFUND	92.75	0	92.75
GENERAL OPERATING ACCOUNT	237268	3/24/2025	MI HOMES OF ORLANDO, LLC	25-03179	UTILITY REFUND	77.58	0	77.58
GENERAL OPERATING ACCOUNT	237269	3/24/2025	MI HOMES OF ORLANDO, LLC	25-03180	UTILITY REFUND	37.54	0	37.54
GENERAL OPERATING ACCOUNT	237270	3/24/2025	MI HOMES OF ORLANDO, LLC	25-03181	UTILITY REFUND	47.64	0	47.64
GENERAL OPERATING ACCOUNT	237271	3/24/2025	MI HOMES OF ORLANDO, LLC	25-03182	UTILITY REFUND	44.53	0	44.53
GENERAL OPERATING ACCOUNT	237272	3/24/2025	MI HOMES OF ORLANDO, LLC	25-03183	UTILITY REFUND	45.13	0	45.13

GENERAL OPERATING ACCOUNT	237273	3/24/2025	MI HOMES OF ORLANDO, LLC	25-03184	UTILITY REFUND	43.46	0	43.46
GENERAL OPERATING ACCOUNT	237274	3/24/2025	DR HORTON	25-03185	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237275	3/24/2025	DR HORTON	25-03186	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237276	3/24/2025	DR HORTON	25-03187	UTILITY REFUND	85.00	0	85.00
GENERAL OPERATING ACCOUNT	237277	3/24/2025	DR HORTON	25-03188	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237278	3/24/2025	DR HORTON	25-03189	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237279	3/24/2025	DR HORTON	25-03190	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237280	3/24/2025	DR HORTON	25-03191	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237281	3/24/2025	RYAN HOMES	25-03192	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237282	3/24/2025	NVR INC	25-03193	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237283	3/24/2025	RYAN HOMES	25-03194	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237284	3/24/2025	NVR INC	25-03195	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237285	3/24/2025	NVR INC	25-03196	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237286	3/24/2025	RYAN HOMES	25-03197	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237287	3/24/2025	DR HORTON	25-03198	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237288	3/24/2025	DR HORTON	25-03199	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237289	3/24/2025	DR HORTON	25-03200	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237290	3/24/2025	DR HORTON	25-03201	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237291	3/24/2025	DR HORTON	25-03202	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237292	3/24/2025	AMH DEVELOPMENT LLC	25-03203	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237293	3/24/2025	DR HORTON	25-03204	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237294	3/24/2025	DR HORTON	25-03205	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237295	3/24/2025	DR HORTON	25-03206	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237296	3/24/2025	DR HORTON	25-03207	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237297	3/24/2025	DR HORTON	25-03208	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237298	3/24/2025	DR HORTON	25-03209	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237299	3/24/2025	DR HORTON	25-03210	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237300	3/24/2025	DR HORTON	25-03211	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237301	3/24/2025	DR HORTON	25-03212	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237302	3/24/2025	DR HORTON	25-03213	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237303	3/24/2025	DR HORTON	25-03214	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237304	3/24/2025	DR HORTON	25-03215	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237305	3/24/2025	PULTE HOME	25-03216	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237306	3/24/2025	PULTE HOME	25-03217	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237307	3/24/2025	PULTE HOME	25-03218	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237308	3/24/2025	PULTE HOMES	25-03219	UTILITY REFUND	374.53	0	374.53
GENERAL OPERATING ACCOUNT	237309	3/24/2025	PULTE HOME	25-03220	UTILITY REFUND	100.01	0	100.01
GENERAL OPERATING ACCOUNT	237310	3/24/2025	PULTE HOMES	25-03221	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237311	3/24/2025	PULTE HOME	25-03222	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237312	3/24/2025	PULTE HOME	25-03223	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237313	3/24/2025	PULTE HOME	25-03224	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237314	3/24/2025	LENNAR HOMES	25-03225	UTILITY REFUND	307.20	0	307.20
GENERAL OPERATING ACCOUNT	237315	3/24/2025	LENNAR HOMES	25-03226	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237316	3/24/2025	LENNAR HOMES	25-03227	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237317	3/24/2025	LENNAR HOMES	25-03228	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237318	3/24/2025	LENNAR HOMES	25-03229	UTILITY REFUND	95.70	0	95.70
GENERAL OPERATING ACCOUNT	237319	3/24/2025	LENNAR HOMES	25-03230	UTILITY REFUND	316.10	0	316.10
GENERAL OPERATING ACCOUNT	237320	3/24/2025	LENNAR HOMES	25-03231	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237321	3/24/2025	LENNAR, HOMES	25-03232	UTILITY REFUND	300.20	0	300.20
GENERAL OPERATING ACCOUNT	237322	3/24/2025	LENNAR, HOMES	25-03233	UTILITY REFUND	316.10	0	316.10
GENERAL OPERATING ACCOUNT	237323	3/24/2025	LENNAR HOMES	25-03234	UTILITY REFUND	316.10	0	316.10
GENERAL OPERATING ACCOUNT	237324	3/24/2025	LENNAR HOMES	25-03235	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237325	3/24/2025	LENNAR HOMES	25-03236	UTILITY REFUND	325.00	0	325.00
GENERAL OPERATING ACCOUNT	237326	3/24/2025	LENNAR HOMES	25-03237	UTILITY REFUND	307.20	0	307.20
GENERAL OPERATING ACCOUNT	237327	3/24/2025	LENNAR HOMES	25-03238	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237328	3/24/2025	LENNAR HOMES	25-03239	UTILITY REFUND	307.20	0	307.20
GENERAL OPERATING ACCOUNT	237329	3/24/2025	LENNAR HOMES	25-03240	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237330	3/24/2025	LENNAR HOMES	25-03241	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237331	3/24/2025	LENNAR HOMES	25-03242	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237332	3/24/2025	LENNAR HOMES	25-03243	UTILITY REFUND	316.10	0	316.10
GENERAL OPERATING ACCOUNT	237333	3/24/2025	LENNAR HOMES	25-03244	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237334	3/24/2025	LENNAR HOMES	25-03245	UTILITY REFUND	307.20	0	307.20

GENERAL OPERATING ACCOUNT	237335	3/24/2025	LENNAR HOMES	25-03246	UTILITY REFUND	101.10	0	101.10
GENERAL OPERATING ACCOUNT	237336	3/24/2025	LENNAR HOMES	25-03247	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237337	3/24/2025	LENNAR HOMES	25-03248	UTILITY REFUND	307.20	0	307.20
GENERAL OPERATING ACCOUNT	237338	3/24/2025	LENNAR HOMES	25-03249	UTILITY REFUND	190.24	0	190.24
GENERAL OPERATING ACCOUNT	237339	3/24/2025	LENNAR HOMES	25-03250	UTILITY REFUND	307.20	0	307.20
GENERAL OPERATING ACCOUNT	237340	3/24/2025	LENNAR HOMES	25-03251	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237341	3/24/2025	LENNAR HOMES	25-03252	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237342	3/24/2025	LENNAR HOMES	25-03253	UTILITY REFUND	319.60	0	319.60
GENERAL OPERATING ACCOUNT	237343	3/24/2025	LENNAR HOMES	25-03254	UTILITY REFUND	92.20	0	92.20
GENERAL OPERATING ACCOUNT	237344	3/24/2025	TOLL BROTHERS	25-03255	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237345	3/24/2025	TOLL BROTHERS	25-03256	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237346	3/24/2025	TOLL BROTHERS	25-03257	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237347	3/24/2025	LENNAR HOMES	25-03258	UTILITY REFUND	215.00	0	215.00
GENERAL OPERATING ACCOUNT	237348	3/24/2025	LENNAR HOMES	25-03259	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237349	3/24/2025	LENNAR HOMES	25-03260	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237350	3/24/2025	LENNAR HOMES	25-03261	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237351	3/24/2025	LENNAR HOMES	25-03262	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237352	3/24/2025	LENNAR HOMES	25-03263	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237353	3/24/2025	LENNAR HOMES	25-03264	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237354	3/24/2025	LENNAR HOMES	25-03265	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237355	3/24/2025	LENNAR HOMES	25-03266	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237356	3/24/2025	MATTAMY HOMES USA	25-03267	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237357	3/24/2025	MATTAMY HOMES USA	25-03268	UTILITY REFUND	60.00	0	60.00
GENERAL OPERATING ACCOUNT	237358	3/24/2025	MATTAMY HOMES USA	25-03269	UTILITY REFUND	120.00	0	120.00
GENERAL OPERATING ACCOUNT	237359	3/24/2025	HGR CONSTRUCTION	25-03270	UTILITY REFUND	2,050.28	0	2,050.28
GENERAL OPERATING ACCOUNT	237360	3/24/2025	SOUTHLAND CONSTRUCTION	25-03271	UTILITY REFUND	2,000.00	0	2,000.00
GENERAL OPERATING ACCOUNT	237361	3/24/2025	WLW CONSTRUCTION	25-03272	UTILITY REFUND	1,546.62	0	1,546.62
GENERAL OPERATING ACCOUNT	237362	3/24/2025	APOPKA LIFE CARE CENTER	25-03273	UTILITY REFUND	1,977.38	0	1,977.38
GENERAL OPERATING ACCOUNT	237363	3/24/2025	PLATEAU EXCAVATION, INC	25-03274	UTILITY REFUND	2,014.81	0	2,014.81
GENERAL OPERATING ACCOUNT	237364	3/24/2025	CIL UNDERGROUND LLC	25-03275	UTILITY REFUND	1,786.70	0	1,786.70
GENERAL OPERATING ACCOUNT	237365	3/24/2025	FRYMYER CONSTRUCTION AND DEV	25-03276	UTILITY REFUND	1,933.57	0	1,933.57
GENERAL OPERATING ACCOUNT	237366	3/24/2025	EVERGREEN OUTDOOR SERVICE	25-03277	UTILITY REFUND	1,326.73	0	1,326.73
GENERAL OPERATING ACCOUNT	237367	3/24/2025	R J WILDER LLC	25-03278	UTILITY REFUND	1,973.03	0	1,973.03
GENERAL OPERATING ACCOUNT	237368	3/24/2025	E PRESSURE WASHING LLC	25-03279	UTILITY REFUND	1,968.90	0	1,968.90
GENERAL OPERATING ACCOUNT	237369	3/24/2025	H & R PRO PAINTERS	25-03280	UTILITY REFUND	1,924.17	0	1,924.17
GENERAL OPERATING ACCOUNT	237370	3/24/2025	SUC CHAMAN, ALBINO	25-03281	UTILITY REFUND	125.46	0	125.46
OPERATING ACCOUNT WIRES	903978	3/24/2025	ORANGE COUNTY COMPTROLLER	25-03160	Orange CO Public Service Tax	22,855.15	0	22,855.15
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00045	FIN Blanket PO:Office Supplies	178.12	0	178.12
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00155	Blanket PO- Operating Supplies	3,594.73	0	3,594.73
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00157	Amazon Open Purchase Order	1,176.77	0	1,176.77
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00419	BLANKET - Computer Items	1,670.71	0	1,670.71
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00420	BLANKET - Office Supplies	602.11	0	602.11
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00431	Blanket PO - HULU for ST. 6	109.29	0	109.29
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00464	Blanket PO - Office Supplies	134.29	0	134.29
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00481	BLANKET OFFICE PURCHASES	56.39	0	56.39
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00511	Office or Program Supplies	34.42	0	34.42
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00556	Supplies for FCC and Sr.events	91.75	0	91.75
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00623	Jerez FTO Program- Hotel	402.00	0	402.00
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00665	Blanket PO - Shipping Charges	57.21	0	57.21
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00744	MISCELLANEOUS VEHICLE PARTS	443.67	0	443.67
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-00946	Facebook boosting	80.85	0	80.85
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01157	Blanket PO - Station 6 rent	2,471.21	0	2,471.21
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01327	Digital Subscription-B Howell	19.96	0	19.96
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01539	Conference Airfare	109.40	0	109.40
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01551	Blanket- Sr. Supplies for year	37.09	0	37.09
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01554	UTILITY BILLING IVR PHONE PYMT	1,598.43	0	1,598.43
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01617	Gerardi Training Fuel	43.14	0	43.14
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01620	Airfare	-1,233.03	0	-1,233.03
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01670	Jacob Conference Hotel room	229.00	0	229.00
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01676	Blanket PO for Athletic Equip.	345.78	0	345.78
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01886	Pepperball Instructor Instr.	2,196.00	0	2,196.00
OPERATING ACCOUNT WIRES	904010	3/25/2025	SYNOVUS BANK	25-01891	Svc Pin Lunch FY25 Blanket	248.68	0	248.68

OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02072	Program supplies - Blanket PO	39.98	0	39.98
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02079	NIOA Dues	90.00	0	90.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02081	CPR BLS Instructor on USB	212.18	0	212.18
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02093	McMaster FLA-PAC Conf. Hotel	755.00	0	755.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02177	Food for Senior Valentine Conc	752.50	0	752.50
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02254	Employee hospitality	38.65	0	38.65
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02291	AR15 Front Sight Tools	60.94	0	60.94
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02307	MOT Advanced	460.58	0	460.58
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02318	FLC Legislative Action Days	50.00	0	50.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02328	Replacement UPS batteries	374.80	0	374.80
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02350	WRF RTD WD Pump Replace Ordr 2	2,015.47	0	2,015.47
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02358	Tape for white board	5.99	0	5.99
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02361	Murphy PEAF Cert Class/Exam	250.00	0	250.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02374	iPad Cases - Public Services	139.14	0	139.14
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02378	OFFICE SUPPLIES	124.98	0	124.98
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02384	Volunteer of the Year award	100.00	0	100.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02385	Event Table and Chairs	159.94	0	159.94
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02388	APD 4ft Table Cloths	385.06	0	385.06
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02391	Leadership seminar - VK	599.00	0	599.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02398	License for Drone	175.00	0	175.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02409	Retirement Luncheon	2,148.00	0	2,148.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02465	Electronic Cases	256.23	0	256.23
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02473	Wire Mesh Security Cages	1,161.44	0	1,161.44
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02484	FABTO Conf Registration	904.30	0	904.30
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02488	BMP Online training	90.00	0	90.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02489	Badge Photo Backdrop	69.83	0	69.83
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02494	Annual APA Membership-B Howell	769.00	0	769.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02497	Toll violations for dept 3410	6.72	0	6.72
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02498	Toll violations for dept 3410	6.52	0	6.52
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02507	Encrypted Email Clients	959.96	0	959.96
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02510	Bagels for Valentine Concert	174.15	0	174.15
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02519	PE License Renewal	49.00	0	49.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02521	Sacramento Course	197.00	0	197.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02525	Planning Academy Workshops	40.00	0	40.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02526	Fl Bus Tax Official-New Membsh	65.00	0	65.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02641	Operator License Renewals	375.00	0	375.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02645	Registration/Hotel/Gas Fees	620.00	0	620.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02646	ISA Membership - Jean Sanchez	165.00	0	165.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02648	Notary Memberships Bldg Staff	413.85	0	413.85
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02651	Postage	7.16	0	7.16
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02656	Banner and Tote for Festival	414.65	0	414.65
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02666	Webster Glock Armorer Course	300.00	0	300.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02669	NIOA Annual Membership	90.00	0	90.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02671	JEREZ TRAINING FUEL	54.88	0	54.88
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02677	FBC - LEO membership -ASmith	150.00	0	150.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02684	Toulene Solvent for Training	37.99	0	37.99
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02685	BLANKET - Office Furniture	339.98	0	339.98
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02688	Fuel for Undercover Operation	20.00	0	20.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02699	iPad/iPhone Cases	81.92	0	81.92
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02778	Easter Eggs	144.00	0	144.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02803	Certificate Renewal-J Hanson	100.00	0	100.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02805	Jerez Instr. Conference fee	200.00	0	200.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02833	Apopka Legends Event	171.90	0	171.90
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02835	Food for Legends event	294.89	0	294.89
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-02859	Blanket for toll charges	10.00	0	10.00
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-03034	Employee Retirement Photos	121.86	0	121.86
OPERATING ACCOUNT WIRES	904010	3/25/2025 SYNOVUS BANK	25-03161	Budget Award Application Fee	575.00	0	575.00
OPERATING ACCOUNT WIRES	903979	3/26/2025 DUKE ENERGY	25-00599	Electronic Invoices 2210	99.59	0	99.59
OPERATING ACCOUNT WIRES	903980	3/26/2025 DUKE ENERGY	25-00670	Electric Inv. 3412-4300	1,132.08	0	1,132.08
OPERATING ACCOUNT WIRES	903981	3/26/2025 DUKE ENERGY	25-00598	Duke Electric Service (3514)	97.29	0	97.29
OPERATING ACCOUNT WIRES	903982	3/26/2025 DUKE ENERGY	25-00593	Duke Electric Service (1022)	657.60	0	657.60
OPERATING ACCOUNT WIRES	903983	3/26/2025 DUKE ENERGY	25-00541	Blanket PO - Utility Charges	656.46	0	656.46

OPERATING ACCOUNT WIRES	903984	3/26/2025	DUKE ENERGY	25-00563	Electric Bill Payments	16,253.04	0	16,253.04	
OPERATING ACCOUNT WIRES	903984	3/26/2025	DUKE ENERGY	25-00598	Duke Electric Service (3514)	115.47	0	115.47	
OPERATING ACCOUNT WIRES	903986	3/26/2025	HOME DEPOT CREDIT SERVICES	25-00152	Small tools and supplies	353.34	0	353.34	
OPERATING ACCOUNT WIRES	903986	3/26/2025	HOME DEPOT CREDIT SERVICES	25-01523	Blanket PO for Supplies	273.74	0	273.74	
OPERATING ACCOUNT WIRES	903986	3/26/2025	HOME DEPOT CREDIT SERVICES	25-01524	Facilities Gen Ops Supplies	96.03	0	96.03	
OPERATING ACCOUNT WIRES	903986	3/26/2025	HOME DEPOT CREDIT SERVICES	25-01525	Purchase Noninventory Supplies	1,178.89	0	1,178.89	
OPERATING ACCOUNT WIRES	903986	3/26/2025	HOME DEPOT CREDIT SERVICES	25-01526	Blanket PO for Supplies	313.37	0	313.37	
OPERATING ACCOUNT WIRES	903986	3/26/2025	HOME DEPOT CREDIT SERVICES	25-01538	Operating Supplies	-14.98	0	-14.98	
OPERATING ACCOUNT WIRES	903989	3/26/2025	DUKE ENERGY	25-00592	Duke Electric Service (3614)	1,364.35	0	1,364.35	
OPERATING ACCOUNT WIRES	903989	3/26/2025	DUKE ENERGY	25-00598	Duke Electric Service (3514)	3,574.32	0	3,574.32	
OPERATING ACCOUNT WIRES	903989	3/26/2025	DUKE ENERGY	25-00672	Street Lights & Median Elect.	37,829.90	0	37,829.90	
OPERATING ACCOUNT WIRES	903989	3/26/2025	DUKE ENERGY	25-00673	Avian Pointe Str Lgts FY24/25	4,313.84	0	4,313.84	
OPERATING ACCOUNT WIRES	903989	3/26/2025	DUKE ENERGY	25-00677	Winding Meadows MSBU	781.62	0	781.62	
GENERAL OPERATING ACCOUNT	237371	3/27/2025	A AAMERICAN CONTAINER & TRAILE	25-02809	Shipping Container	4,057.00	0	4,057.00	
GENERAL OPERATING ACCOUNT	237372	3/27/2025	A&A ELECTRIC MOTORS & PUMPS SA	25-02808	WRF RDT Replacement Motors	1,840.00	0	1,840.00	
GENERAL OPERATING ACCOUNT	237373	3/27/2025	ADVANCED ROOFING, INC.	25-01879	PS Maintence bldgs Re-roofing	27,400.00	0	27,400.00	
GENERAL OPERATING ACCOUNT	237374	3/27/2025	ADVENTHEALTH CENTRA CARE	25-00323	URGENT & POST EXPOSURE CARE	180.00	0	180.00	
GENERAL OPERATING ACCOUNT	237375	3/27/2025	AIR CENTERS OF FLORIDA INC.	25-02889	Maint. Shop Air Comp Controls	664.80	0	664.80	
GENERAL OPERATING ACCOUNT	237376	3/27/2025	ALLIED UNIVERSAL CORPORATION	25-00821	Sodium Hypochlorite	15,986.91	0	15,986.91	
GENERAL OPERATING ACCOUNT	237377	3/27/2025	ALL-RITE FENCE CO.,INC.	25-02461	Huricane Fence Repair AAC	15,197.61	0	15,197.61	
GENERAL OPERATING ACCOUNT	237378	3/27/2025	APOPKA BOTTLE & R.V.GAS CENTER	25-00474	Blanket PO for Propane	131.53	0	131.53	
GENERAL OPERATING ACCOUNT	237379	3/27/2025	APOPKA PLUMBING, LLC	25-00380	Plumbing Services	212.13	0	212.13	
GENERAL OPERATING ACCOUNT	237380	3/27/2025	ARGOS NORTH AMERICA CORP	25-01304	Concrete for sidewalk repairs	1,158.50	0	1,158.50	
GENERAL OPERATING ACCOUNT	237381	3/27/2025	ATLAS GLASS & MIRROR	25-03337	Glass replacement	1,072.83	0	1,072.83	
GENERAL OPERATING ACCOUNT	237382	3/27/2025	AT&T CORP	25-00018	AT&T Motorola Circuit	1,811.85	1,811.85	0	Data Entry Error
GENERAL OPERATING ACCOUNT	237383	3/27/2025	AUTOMATIONDIRECT.COM	25-01806	RTU parts	26.25	0	26.25	
GENERAL OPERATING ACCOUNT	237384	3/27/2025	AUTOMATED LOGIC CONTRACTING	25-00232	City Hall chiller repairs	1,704.00	0	1,704.00	
GENERAL OPERATING ACCOUNT	237385	3/27/2025	BALL FABRICS, INC	25-01608	NWRC Storage Pav.priv screens	2,131.75	0	2,131.75	
GENERAL OPERATING ACCOUNT	237386	3/27/2025	BOUND TREE MEDICAL, LLC.	25-00102	Blanket PO- Medical Supplies	3,499.19	0	3,499.19	
GENERAL OPERATING ACCOUNT	237386	3/27/2025	BOUND TREE MEDICAL, LLC.	25-02086	PPE Hand Sanitizer	544.80	0	544.80	
GENERAL OPERATING ACCOUNT	237387	3/27/2025	BRASHER, JOSHUA	25-03136	Training per diem	94.00	0	94.00	
GENERAL OPERATING ACCOUNT	237388	3/27/2025	BRIGHTVIEW LANDSCAPE SERVICES	25-00026	Mowing Contract	51,858.98	0	51,858.98	
GENERAL OPERATING ACCOUNT	237391	3/27/2025	CLOUD 9 SERVICES GROUP, LLC	25-00822	Backflow replacement & repair	14,725.00	0	14,725.00	
GENERAL OPERATING ACCOUNT	237391	3/27/2025	CLOUD 9 SERVICES GROUP, LLC	25-02339	Rental/Leases - Pumps	4,275.00	0	4,275.00	
GENERAL OPERATING ACCOUNT	237392	3/27/2025	BRUEHL, SCOTT A.	25-03298	Training Reimbursement	74.00	0	74.00	
GENERAL OPERATING ACCOUNT	237393	3/27/2025	BRYANT MILLER OLIVE PA	25-01792	Legal Services - Emerson Park	28,577.00	0	28,577.00	
GENERAL OPERATING ACCOUNT	237394	3/27/2025	BULK AGGREGATE GOLF	25-02330	Ballfield Clay and Sand	4,026.00	0	4,026.00	
GENERAL OPERATING ACCOUNT	237395	3/27/2025	BWI-APOPKA	25-01681	Inhouse Chemicals and seed	1,920.00	0	1,920.00	
GENERAL OPERATING ACCOUNT	237396	3/27/2025	CANON FINANCIAL SERVICES	25-00440	Blanket Lease NW & FCC	254.84	0	254.84	
GENERAL OPERATING ACCOUNT	237396	3/27/2025	CANON FINANCIAL SERVICES	25-00448	5 year lease Facilities Copier	131.85	0	131.85	
GENERAL OPERATING ACCOUNT	237397	3/27/2025	CARESPOT OF ORLANDO	25-03316	POST ACCIDENT TESTING - HALL	65.00	0	65.00	
GENERAL OPERATING ACCOUNT	237398	3/27/2025	CENTURYLINK	25-00106	CenturyLink Phone Service	143.20	0	143.20	
GENERAL OPERATING ACCOUNT	237399	3/27/2025	CENTURYLINK COMMUNICATIONS LLC	25-00015	Camp Wewa Internet Circuit	193.63	0	193.63	
GENERAL OPERATING ACCOUNT	237400	3/27/2025	CHARTER COMMUNICATIONS HOLDING	25-00010	City Clinic Internet/Phone	220.00	0	220.00	
GENERAL OPERATING ACCOUNT	237400	3/27/2025	CHARTER COMMUNICATIONS HOLDING	25-00014	Primary Voice & Data Circuit	1,890.37	0	1,890.37	
GENERAL OPERATING ACCOUNT	237400	3/27/2025	CHARTER COMMUNICATIONS HOLDING	25-00020	Cable TV Services	248.00	0	248.00	
GENERAL OPERATING ACCOUNT	237401	3/27/2025	CHINCHOR ELECTRIC, INC	22-06222	US 441/Errol Signal Constr	15,157.46	0	15,157.46	
GENERAL OPERATING ACCOUNT	237402	3/27/2025	CITY ELECTRIC SUPPLY CO.	24-05190	City Hall Surge Protection	4,088.33	0	4,088.33	
GENERAL OPERATING ACCOUNT	237402	3/27/2025	CITY ELECTRIC SUPPLY CO.	25-01425	LED lighting Citywide	2,827.42	0	2,827.42	
GENERAL OPERATING ACCOUNT	237403	3/27/2025	CONSOLIDATED FLEET SERVICES	25-02351	Ladder Testing - Blanket PO	4,436.15	0	4,436.15	
GENERAL OPERATING ACCOUNT	237404	3/27/2025	CONTROL SPECIALISTS	25-00148	Traffic Signal Light Repair	1,120.00	0	1,120.00	
GENERAL OPERATING ACCOUNT	237405	3/27/2025	REWORLD HOLDING FKA COVANTA	25-02257	Evidence Destruction	350.00	0	350.00	
GENERAL OPERATING ACCOUNT	237406	3/27/2025	CPH CONSULTING, LLC	24-02349	FD2 Renovation Design Plans	4,495.00	0	4,495.00	
GENERAL OPERATING ACCOUNT	237406	3/27/2025	CPH CONSULTING, LLC	24-02350	FD3 Renovation Design Plans	4,145.00	0	4,145.00	
GENERAL OPERATING ACCOUNT	237407	3/27/2025	DEYOUNG LAW FIRM, P.A.	25-00275	PD LEGAL ADVISOR 2024-25	8,766.57	0	8,766.57	
GENERAL OPERATING ACCOUNT	237408	3/27/2025	DIAMOND FENCE COMPANY, INC.	25-00378	Gate Operator repairs	300.00	0	300.00	
GENERAL OPERATING ACCOUNT	237409	3/27/2025	DRN PRESSURE WASHER LLC	25-02487	Sidewalk Maintenance	9,901.08	0	9,901.08	
GENERAL OPERATING ACCOUNT	237410	3/27/2025	ENCO UTILITY SERVICES FLORIDA	25-00813	UTILITY BILL PRINT & POSTAGE	15,734.61	0	15,734.61	
GENERAL OPERATING ACCOUNT	237411	3/27/2025	EVOQUA WATER TECHNOLOGIES LLC	25-00266	Chemical for Ordor Control	2,864.50	0	2,864.50	
GENERAL OPERATING ACCOUNT	237412	3/27/2025	EXPLORE INFORMATION SERVICES	25-00291	MVR MONITORING SYSTEM 2024-25	784.62	0	784.62	
GENERAL OPERATING ACCOUNT	237413	3/27/2025	FERGUSON ENTERPRISES, INC.	25-00119	Inventory Blanket PO	485.00	0	485.00	
GENERAL OPERATING ACCOUNT	237414	3/27/2025	First Capitol Consulting	25-03320	2025 ACA Compliance True UP	3,980.40	0	3,980.40	

GENERAL OPERATING ACCOUNT	237415	3/27/2025	FL MUNICIPAL INSURANCE TRUST	25-03292	FMIT 3RD QTR PREMIUM BILL 2025	476,237.58	0	476,237.58
GENERAL OPERATING ACCOUNT	237416	3/27/2025	FLORIDA COMBINED LIFE	25-00143	Open PO EE Pd Dental Ins FY25	56,427.19	0	56,427.19
GENERAL OPERATING ACCOUNT	237417	3/27/2025	FLORIDA COAST EQUIPMENT	24-05873	New utility cart	23,622.82	0	23,622.82
GENERAL OPERATING ACCOUNT	237418	3/27/2025	FW FLEET CLEAN, LLC	25-02256	Sant. truck maintenance wash	1,537.21	0	1,537.21
GENERAL OPERATING ACCOUNT	237419	3/27/2025	GOVCONNECTION, INC.	25-03017	PRTG Network Monitor Renewal	8,875.92	0	8,875.92
GENERAL OPERATING ACCOUNT	237420	3/27/2025	GRAINGER	25-00124	Inventory items blanket PO	6,007.86	0	6,007.86
GENERAL OPERATING ACCOUNT	237420	3/27/2025	GRAINGER	25-00166	Supplies for City Facilities	1,043.37	0	1,043.37
GENERAL OPERATING ACCOUNT	237420	3/27/2025	GRAINGER	25-00415	Parts and Small Equipment	95.08	0	95.08
GENERAL OPERATING ACCOUNT	237420	3/27/2025	GRAINGER	25-00875	Operating Supplies	14.18	0	14.18
GENERAL OPERATING ACCOUNT	237421	3/27/2025	HILLTOP SECURITIES, INC	25-03350	MUNICIPAL ADVISOR SERV Jan-Mar	1,200.00	0	1,200.00
GENERAL OPERATING ACCOUNT	237422	3/27/2025	JACK HENRY & ASSOCIATES	25-00834	REMIT PLUS CHECK PROCESSING	202.50	0	202.50
GENERAL OPERATING ACCOUNT	237423	3/27/2025	JANI- KING OF ORLANDO	25-00234	Janitorial Services Citywide	2,247.00	0	2,247.00
GENERAL OPERATING ACCOUNT	237424	3/27/2025	JOHN MILLER TRUCKING, INC.	25-01341	Sod	101.50	0	101.50
GENERAL OPERATING ACCOUNT	237425	3/27/2025	KIMLEY-HORN & ASSOCIATES INC	24-01918	KPR Design Review	1,295.27	0	1,295.27
GENERAL OPERATING ACCOUNT	237425	3/27/2025	KIMLEY-HORN & ASSOCIATES INC	24-04513	WOT Phase 4B Design	55,423.92	0	55,423.92
GENERAL OPERATING ACCOUNT	237426	3/27/2025	LEVEL3 FINANCING, INC.	25-00105	Secondary Internet Circuit	1,548.41	0	1,548.41
GENERAL OPERATING ACCOUNT	237427	3/27/2025	METRIC ENGINEERING INC	23-02761	Design Signal Park/5th St	7,587.36	0	7,587.36
GENERAL OPERATING ACCOUNT	237427	3/27/2025	METRIC ENGINEERING INC	24-01526	Bradshaw/US 441 CEI	5,040.00	0	5,040.00
GENERAL OPERATING ACCOUNT	237427	3/27/2025	METRIC ENGINEERING INC	24-01916	Fire Stations Safety	19,034.66	0	19,034.66
GENERAL OPERATING ACCOUNT	237428	3/27/2025	MID FLORIDA MATERIALS	25-00123	Class III landfill disposal	6,376.47	0	6,376.47
GENERAL OPERATING ACCOUNT	237429	3/27/2025	MISCANNON, THOMAS MICHAEL	25-00049	Soccer Officials	4,620.00	0	4,620.00
GENERAL OPERATING ACCOUNT	237430	3/27/2025	MOTOROLA SOLUTIONS, INC.	25-02930	APX Radios	16,351.30	0	16,351.30
GENERAL OPERATING ACCOUNT	237430	3/27/2025	MOTOROLA SOLUTIONS, INC.	25-03310	Virtual Prime Site Upgrade	366,000.00	0	366,000.00
GENERAL OPERATING ACCOUNT	237431	3/27/2025	MULCH FOR YOU	25-00231	Mulch for Parks	1,258.00	0	1,258.00
GENERAL OPERATING ACCOUNT	237432	3/27/2025	MY HEALTH ONSITE	25-03319	February 2025 MHO Operations	54,472.05	0	54,472.05
GENERAL OPERATING ACCOUNT	237434	3/27/2025	ODP BUSINESS SOLUTIONS, LLC	25-00047	Office Supplies	385.85	0	385.85
GENERAL OPERATING ACCOUNT	237434	3/27/2025	ODP BUSINESS SOLUTIONS, LLC	25-00183	Blanket for Office Supplies	868.93	0	868.93
GENERAL OPERATING ACCOUNT	237434	3/27/2025	ODP BUSINESS SOLUTIONS, LLC	25-00204	Office Supplies	318.79	0	318.79
GENERAL OPERATING ACCOUNT	237434	3/27/2025	ODP BUSINESS SOLUTIONS, LLC	25-00259	Office Depot HR Sup. FY25	165.21	0	165.21
GENERAL OPERATING ACCOUNT	237434	3/27/2025	ODP BUSINESS SOLUTIONS, LLC	25-00514	Blanket for Office Supplies	402.74	0	402.74
GENERAL OPERATING ACCOUNT	237435	3/27/2025	PEOPLE READY, INC	25-00169	Temp labor sanitation workers	8,587.50	0	8,587.50
GENERAL OPERATING ACCOUNT	237436	3/27/2025	PETROLEUM TRADERS CORP	25-00048	CITY WIDE GAS & DIESEL	85,120.28	0	85,120.28
GENERAL OPERATING ACCOUNT	237437	3/27/2025	CATALIS COURT & LAND RECORDS	25-00184	Document Scanning Project	1,142.50	0	1,142.50
GENERAL OPERATING ACCOUNT	237438	3/27/2025	POSITIVE PROMOTIONS, INC.	25-02485	Telecommunicators Appreciation	585.10	0	585.10
GENERAL OPERATING ACCOUNT	237439	3/27/2025	PRECISION ROOFING SOLUTIONS	25-02331	Wewa Re-Roofing	33,415.00	0	33,415.00
GENERAL OPERATING ACCOUNT	237439	3/27/2025	PRECISION ROOFING SOLUTIONS	25-02332	City Clinic re-roof	23,190.00	0	23,190.00
GENERAL OPERATING ACCOUNT	237439	3/27/2025	PRECISION ROOFING SOLUTIONS	25-02345	Re-Roof Fran Carlton CC	51,845.00	0	51,845.00
GENERAL OPERATING ACCOUNT	237440	3/27/2025	PRIME CONSTRUCTION GROUP INC	24-05198	ITB 2024-A-52 NW WTP 1.0MG GST	529,150.25	0	529,150.25
GENERAL OPERATING ACCOUNT	237441	3/27/2025	RAINBOW DISTRIBUTORS USA, INC.	25-00776	Traffic Signal Parts	2,549.80	0	2,549.80
GENERAL OPERATING ACCOUNT	237442	3/27/2025	Red Wing Brands of America,INC	25-02308	SAFETY FOOTWEAR	157.24	0	157.24
GENERAL OPERATING ACCOUNT	237443	3/27/2025	RE-IMAGINE COMMUNITIES CORP	25-03351	Donation - Comm. Velazquez	900.00	0	900.00
GENERAL OPERATING ACCOUNT	237444	3/27/2025	RICOH USA, INC.	25-01037	Monthly Copy Charges	129.58	0	129.58
GENERAL OPERATING ACCOUNT	237445	3/27/2025	ROLLKALL	25-00240	CRA Community Policing Program	3,411.19	0	3,411.19
GENERAL OPERATING ACCOUNT	237446	3/27/2025	SHOUT TALENT ENTERTAINMENT PRO	25-03282	Black history entertai.	350.00	0	350.00
GENERAL OPERATING ACCOUNT	237447	3/27/2025	SISSINE'S BUSINESS SOLUTIONS	25-00436	Copies for Printer NW/FCC	92.73	0	92.73
GENERAL OPERATING ACCOUNT	237448	3/27/2025	SSD INTERNATIONAL INC	25-01774	Department OC Spray	541.00	0	541.00
GENERAL OPERATING ACCOUNT	237449	3/27/2025	STAGE DOOR II, INC.	25-01767	Piedmont Lakes Structure Mod	6,340.00	0	6,340.00
GENERAL OPERATING ACCOUNT	237450	3/27/2025	STAPLE, INC	25-00462	Blanket PO - Office Supplies	93.83	0	93.83
GENERAL OPERATING ACCOUNT	237451	3/27/2025	SUNSHINE STATE ONE CALL OF FL.	25-00825	Sunshine 811 - Locates	766.41	0	766.41
GENERAL OPERATING ACCOUNT	237452	3/27/2025	SHELLEY'S ENVIRONMENTAL SYSTEM	25-00145	Blanket for Sludge Hauling	9,324.90	0	9,324.90
GENERAL OPERATING ACCOUNT	237453	3/27/2025	TETRA TECH INC.	24-03229	Love&Villa Ln Water Main Repla	29,178.00	0	29,178.00
GENERAL OPERATING ACCOUNT	237454	3/27/2025	THE LAKE DOCTOR, INC	25-01077	Cimarron Hills Pond Maint.	135.00	0	135.00
GENERAL OPERATING ACCOUNT	237455	3/27/2025	THE LUNZ GROUP, LLC	23-02407	St.#6 Architectural Services	1,705.00	0	1,705.00
GENERAL OPERATING ACCOUNT	237456	3/27/2025	ULINE INC	25-02823	Crime Scene Supplies	1,757.83	0	1,757.83
GENERAL OPERATING ACCOUNT	237457	3/27/2025	USA SERVICES OF FLORIDA, INC.	25-00023	Street Sweeping	5,064.98	0	5,064.98
GENERAL OPERATING ACCOUNT	237458	3/27/2025	VERIZON WIRELESS	25-00016	Verizon Cellular Service	223.49	0	223.49
GENERAL OPERATING ACCOUNT	237459	3/27/2025	WASTEQUIP, LLC	25-00878	Dumpsters and Parts	22,573.40	0	22,573.40
GENERAL OPERATING ACCOUNT	237460	3/27/2025	Wekiva High School Culinary	25-03352	Donation - Comm. Velazquez	1,000.00	0	1,000.00
GENERAL OPERATING ACCOUNT	237461	3/27/2025	WILLIAMS, TAYLOR	25-03293	Training Reimbursement	300.00	0	300.00
GENERAL OPERATING ACCOUNT	237462	3/27/2025	WINDSTAR LINES, INC	25-02285	Spring break bus transportatio	840.00	0	840.00
GENERAL OPERATING ACCOUNT	237463	3/27/2025	WINTER, OZIE	25-03301	Mileage reimbursement	5.60	0	5.60
GENERAL OPERATING ACCOUNT	237464	3/27/2025	Zoila Bonilla	25-03150	FCC facility deposit refund	200.00	0	200.00

SYNOVUS BANK E-PAYMENTS	305307	3/27/2025	ALTERNATIVE POWER SOLUTIONS, I	25-00104	Generator PM and repairs	921.00	0	921.00
SYNOVUS BANK E-PAYMENTS	305307	3/27/2025	ALTERNATIVE POWER SOLUTIONS, I	25-00127	Generator PMs	220.00	0	220.00
SYNOVUS BANK E-PAYMENTS	305307	3/27/2025	ALTERNATIVE POWER SOLUTIONS, I	25-00247	Blanket-Generator Repair/Maint	11,236.86	0	11,236.86
SYNOVUS BANK E-PAYMENTS	305308	3/27/2025	APOPKA ACE HARDWARE & LUMBER I	25-00009	Supplies for City Repairs	110.43	0	110.43
SYNOVUS BANK E-PAYMENTS	305308	3/27/2025	APOPKA ACE HARDWARE & LUMBER I	25-00100	Blanket Operating Supplies	15.82	0	15.82
SYNOVUS BANK E-PAYMENTS	305308	3/27/2025	APOPKA ACE HARDWARE & LUMBER I	25-00389	Tools and Supplies	61.07	0	61.07
SYNOVUS BANK E-PAYMENTS	305309	3/27/2025	APOPKA PLAQUE AND TROPHY	25-03036	Retirement Plaque	45.00	0	45.00
SYNOVUS BANK E-PAYMENTS	305310	3/27/2025	CINTAS CORPORATION	25-00156	Uniforms	279.67	0	279.67
SYNOVUS BANK E-PAYMENTS	305310	3/27/2025	CINTAS CORPORATION	25-00686	UNIFORM RENTALS FY 2024	806.06	0	806.06
SYNOVUS BANK E-PAYMENTS	305311	3/27/2025	CORE & MAIN LP	25-00121	Inventory items	8,753.23	0	8,753.23
SYNOVUS BANK E-PAYMENTS	305323	3/27/2025	GALLS, PARENT HOLDINGS, LLC	25-00140	Firefighter Uniforms	15,069.72	0	15,069.72
SYNOVUS BANK E-PAYMENTS	305324	3/27/2025	GALLS, PARENT HOLDINGS, LLC	25-00695	BLANKET PO Duty Uniforms	321.18	0	321.18
SYNOVUS BANK E-PAYMENTS	305324	3/27/2025	GALLS, PARENT HOLDINGS, LLC	25-00871	Accouterments Badges	523.20	0	523.20
SYNOVUS BANK E-PAYMENTS	305324	3/27/2025	GALLS, PARENT HOLDINGS, LLC	25-02404	Equipment Current Ofc Vacancy	1,761.06	0	1,761.06
SYNOVUS BANK E-PAYMENTS	305325	3/27/2025	LAKE JEM FARMS INC.	25-00188	Blanket Sod	3,280.00	0	3,280.00
SYNOVUS BANK E-PAYMENTS	305325	3/27/2025	LAKE JEM FARMS INC.	25-02847	Sod for Skate Park	19,350.00	0	19,350.00
SYNOVUS BANK E-PAYMENTS	305326	3/27/2025	ORLANDO FREIGHTLINER, INC.	25-01162	MISC FREIGHTLINER TRUCK PARTS	399.96	0	399.96
SYNOVUS BANK E-PAYMENTS	305327	3/27/2025	PIONEER MANUFACTURING CO.	25-00594	Ballfield Paint	2,730.00	0	2,730.00
SYNOVUS BANK E-PAYMENTS	305328	3/27/2025	SAFETY PRODUCTS INC	25-00120	Inventory items Blanket PO	1,632.00	0	1,632.00
SYNOVUS BANK E-PAYMENTS	305329	3/27/2025	SAFETY SHOE DISTRIBUTORS, L.L.	25-00756	Staff Boots	147.42	0	147.42
SYNOVUS BANK E-PAYMENTS	305330	3/27/2025	TRAIL SAW & MOWER SERVICE, INC	25-01810	Small and Safety Equipment	640.88	0	640.88
SYNOVUS BANK E-PAYMENTS	305331	3/27/2025	HORIZON DISTRIBUTORS INC	25-00827	Irrigation repairs	997.24	0	997.24
GENERAL OPERATING ACCOUNT	237465	3/28/2025	COMMISSION FOR FLORIDA LAW	25-01905	Commission for Law Enforcement	950.00	0	950.00
GENERAL OPERATING ACCOUNT	237466	3/28/2025	RAFTELIS	22-04825	Streetlighting Study	900.00	0	900.00
GENERAL OPERATING ACCOUNT	237467	3/28/2025	AOUN, ROULA	17-05165	UTILITY REFUND	127.53	0	127.53
GENERAL OPERATING ACCOUNT	237468	3/28/2025	CENTRAL FLORIDA TRUCK ACCESSOR	25-00550	ACCESSORIES FOR CITY VEHICLES	659.40	0	659.40
OPERATING ACCOUNT WIRES	903990	3/28/2025	EXPERTPAY	25-03393	CHILD SUPPORT W/E 03/22/25	3,781.24	0	3,781.24
OPERATING ACCOUNT WIRES	903991	3/28/2025	VOYA INSTITUTIONAL TRUST CO.	25-03394	457 CONTRIBUTION W/E 03/22/25	22,806.98	0	22,806.98
OPERATING ACCOUNT WIRES	903992	3/28/2025	INTERNAL REVENUE SERVICE	25-03395	ACH PAYROLL TAX W/E 03/22/25	408,650.15	0	408,650.15
OPERATING ACCOUNT WIRES	903993	3/28/2025	EMPOWER ANNUITY INSURANCE CO.	25-03396	PRUDENTIAL RETIREMENT 03/22/25	442,818.78	0	442,818.78
OPERATING ACCOUNT WIRES	903994	3/31/2025	BANK OF NEW YORK MELLON,THE	25-03503	2012 Utility Bk of NY	145,525.00	0	145,525.00
Total						***10,696,927.74***	***31,418.15***	***10,665,509.59***

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 5.
Meeting Date: April 16, 2025
Department: Finance Department

SUBJECT:
City of Apopka FY2025 Budget-to-Actual for the Six-Months Ending March 31, 2025.

REQUEST:
Acceptance of the City of Apopka FY2025 Budget-to-Actual Report for the Six-Months Ending March 31, 2025.

SUMMARY:
The Finance Department is submitting the City of Apopka FY2025 Monthly Budget-to-Actual Report for the Six-Months Ending March 31, 2025. 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 FY2025 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. The monthly activities show increases in expenditures for the general, street, stormwater, water & wastewater, sanitation and CRA funds. The monthly revenues show lower increases for the recreation impact fees, fire impact fees, police impact fees and water & waste water reuse funds. We anticipate the monthly revenues and expenses will continue to increase throughout the year.

FUNDING SOURCE:
FY2024-2025 Budget

RECOMMENDED MOTION:
Acceptance of the City of Apopka FY2025 Budget-to-Actual Report for the Six-Months Ending March 31, 2025.

ATTACHMENTS:
1. 2025-03 FY25 Budget vs Actual Narrative Report
2. 2025-03 FY25 Budget to Actual Report

CITY OF APOPKA

Fiscal Year 2024/25
For the Six-Months Ending
March 31, 2025
Budget to Actual Report

Report to the City Council
Prepared by Finance Department
April 16, 2025

PRELIMINARY (UNAUDITED) BUDGET-TO-ACTUAL REPORT
SIX-MONTHS PERIOD ENDING MARCH 31, 2025

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	FY2025 YTD Revenues Collected	FY2025 YTD Expenses / Expenditures	FY2025 Net Income (Loss)
001 GENERAL FUND	52,599,434	38,903,426	13,696,008
101 STREET IMPROVEMENTS FUND	3,628,002	4,060,238	(432,237)
102 TRANSPORTATION IMPACT FEES	19,288,817	(224,355)	19,513,172
103 LAW ENFORCEMENT TRUST - FEDERAL	25,752	-	25,752
104 RECREATION IMPACT FEES	1,180,577	(6,638)	1,187,214
105 LAW ENFORCEMENT TRUST - STATE	17,940	-	17,940
106 POLICE DISCRETIONARY FUND	66,401	25,918	40,483
110 FIRE IMPACT FEES	827,533	67,565	759,968
115 POLICE IMPACT FEES	887,440	2,500	884,940
120 STORMWATER SPECIAL REVENUE FUND	1,500,863	445,410	1,055,453
150 GRANT FUND	1,350,304	1,614,133	(263,829)
171 SPECIAL ASSESSMENT - MAINLINE VILLAGE	13,648	8,089	5,559
172 SPECIAL ASSESSMENT - MAIN /AVE VILLAS	15,961	6,719	9,242
173 SPECIAL ASSESSMENT - CIMARRON HILLS	7,799	1,950	5,849
174 SPECIAL ASSESSMENT - MARTIN PLACE POND PII	6,351	4,187	2,164
175 SPECIAL ASSESSMENT - LOVELL TERRACE	5,877	1,263	4,614
176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS	-	(247)	247
177 SPECIAL ASSESSMENT - MARTIN PLACE PI	7,858	-	7,858
190 SPECIAL ASSESSMENT - STREET LIGHTS	312,900	91,392	221,508
401 WATER & WASTEWATER OPERATING FUND	17,675,564	11,875,595	5,799,970
402 SANITATION	3,564,485	3,497,656	66,829
403 WATER, WASTEWATER AND REUSE	8,856,587	2,938,976	5,917,611
610 COMMUNITY DEVELOPMENT AGENCY	1,399,945	764,870	635,075
Revenue/Expenditure Total	**113,240,037**	**64,078,645**	**49,161,392**

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

Fund Description	FY2025 Annual Revenue Projection	FY2025 Annual Expenses / Expenditures Projection	FY2025 Projected Net Income (Loss)
001 GENERAL FUND	93,519,795	87,645,788	5,874,007
101 STREET IMPROVEMENTS FUND	7,708,570	7,300,253	408,317
102 TRANSPORTATION IMPACT FEES	25,606,670	7,429,322	18,177,348
103 LAW ENFORCEMENT TRUST - FEDERAL	46,734	41,796	4,938
104 RECREATION IMPACT FEES	2,947,631	1,100,818	1,846,813
105 LAW ENFORCEMENT TRUST - STATE	24,579	-	24,579
106 POLICE DISCRETIONARY FUND	116,244	25,918	90,326
110 FIRE IMPACT FEES	1,655,067	171,315	1,483,752
115 POLICE IMPACT FEES	1,768,158	5,000	1,763,158
120 STORMWATER SPECIAL REVENUE FUND	1,892,164	1,717,089	175,075
150 GRANT FUND	3,467,298	3,698,183	(230,885)
171 SPECIAL ASSESSMENT - MAINLINE VILLAGE	27,297	16,178	11,118
172 SPECIAL ASSESSMENT - MAIN /AVE VILLAS	31,922	13,438	18,484
173 SPECIAL ASSESSMENT - CIMARRON HILLS	15,597	3,900	11,697
174 SPECIAL ASSESSMENT - MARTIN PLACE POND PII	12,702	8,373	4,329
175 SPECIAL ASSESSMENT - LOVELL TERRACE	11,754	2,525	9,229
176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS	-	12,500	(12,500)
177 SPECIAL ASSESSMENT - MARTIN PLACE PI	15,716	15,000	716
190 SPECIAL ASSESSMENT - STREET LIGHTS	390,543	198,534	192,009
401 WATER & WASTEWATER OPERATING FUND	35,350,167	27,714,047	7,636,121
402 SANITATION	7,104,066	7,251,440	(147,374)
403 WATER, WASTEWATER AND REUSE	15,782,966	9,405,495	6,377,471
610 COMMUNITY DEVELOPMENT AGENCY	1,520,641	1,823,486	(302,845)
Revenue/Expenditure Total	**199,016,278**	**155,600,397**	**43,415,881**

Amended Revenue Budget vs Annual Revenue Projection

Fund Description	FY2025 Amended Revenues Budget	FY2025 Annual Revenues Projection	Variance
103 LAW ENFORCEMENT TRUST - FEDERAL	185,000	46,734	(138,266)
104 RECREATION IMPACT FEES	3,831,473	2,947,631	(883,842)
105 LAW ENFORCEMENT TRUST - STATE	150,000	24,579	(125,421)
106 POLICE DISCRETIONARY FUND	160,000	116,244	(43,756)
110 FIRE IMPACT FEES	5,558,512	1,655,067	(3,903,446)
115 POLICE IMPACT FEES	5,156,836	1,768,158	(3,388,678)
120 STORMWATER SPECIAL REVENUE FUND	2,286,488	1,892,164	(394,324)
150 GRANT FUND	9,174,991	3,467,298	(5,707,693)
171 SPECIAL ASSESSMENT - MAINLINE VILLAGE	31,700	27,297	(4,403)
172 SPECIAL ASSESSMENT - MAIN /AVE VILLAS	57,025	31,922	(25,103)
173 SPECIAL ASSESSMENT - CIMARRON HILLS	47,200	15,597	(31,603)
174 SPECIAL ASSESSMENT - MARTIN PLACE POND PII	8,373	12,702	4,329
175 SPECIAL ASSESSMENT - LOVELL TERRACE	6,404	11,754	5,350
176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS	34,900	-	(34,900)
177 SPECIAL ASSESSMENT - MARTIN PLACE PI	15,000	15,716	716
190 SPECIAL ASSESSMENT - STREET LIGHTS	282,101	390,543	108,442
401 WATER & WASTEWATER OPERATING FUND	36,444,426	35,350,167	(1,094,259)
402 SANITATION	7,629,964	7,104,066	(525,898)
403 WATER, WASTEWATER AND REUSE	35,274,323	15,782,966	(19,491,357)
610 COMMUNITY DEVELOPMENT AGENCY	4,471,029	1,520,641	(2,950,388)
Revenue/Expenditure Total	**257,856,143**	**199,016,278**	**(58,839,865)**

Amended Budget Expenditures/Expenses vs Annual Expenditures/Expenses Projection

Fund Description	FY2025 Amended Expenses / Expenditures Budget	FY2025 Annual Expenses / Expenditures Projection	Variance
001 GENERAL FUND	107,905,094	87,645,788	20,259,306
101 STREET IMPROVEMENTS FUND	8,237,967	7,300,253	937,714
102 TRANSPORTATION IMPACT FEES	30,907,336	7,429,322	23,478,014
103 LAW ENFORCEMENT TRUST - FEDERAL	185,000	41,796	143,204
104 RECREATION IMPACT FEES	3,831,473	1,100,818	2,730,655
105 LAW ENFORCEMENT TRUST - STATE	150,000	-	150,000
106 POLICE DISCRETIONARY FUND	160,000	25,918	134,082
110 FIRE IMPACT FEES	5,558,512	171,315	5,387,197
115 POLICE IMPACT FEES	5,156,836	5,000	5,151,836
120 STORMWATER SPECIAL REVENUE FUND	2,286,488	1,717,089	569,399
150 GRANT FUND	9,174,991	3,698,183	5,476,808
171 SPECIAL ASSESSMENT - MAINLINE VILLAGE	31,700	16,178	15,522
172 SPECIAL ASSESSMENT - MAIN /AVE VILLAS	57,025	13,438	43,587
173 SPECIAL ASSESSMENT - CIMARRON HILLS	47,200	3,900	43,300
174 SPECIAL ASSESSMENT - MARTIN PLACE POND PII	8,373	8,373	-
175 SPECIAL ASSESSMENT - LOVELL TERRACE	6,404	2,525	3,879
176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS	34,900	12,500	22,400
177 SPECIAL ASSESSMENT - MARTIN PLACE PI	15,000	15,000	-
190 SPECIAL ASSESSMENT - STREET LIGHTS	282,101	198,534	83,567
401 WATER & WASTEWATER OPERATING FUND	36,444,426	27,714,047	8,730,380
402 SANITATION	7,629,964	7,251,440	378,524
403 WATER, WASTEWATER AND REUSE	35,274,323	9,405,495	25,868,828
610 COMMUNITY DEVELOPMENT AGENCY	4,471,029	1,823,486	2,647,543
Revenue/Expenditure Total	**257,856,143**	**155,600,397**	**102,255,746**

The following is a narrative of the City's Budget-to-Actual Comparison for the Six-Months Ending March 31, 2025. 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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$107,905,094	$52,599,434	($55,305,659)	$93,519,795	48.75%

Year-to-date revenues received slightly lower than the 50% anticipated due to some fees being monthly, others quarterly or yearly and still others are seasonal. We are anticipating increases in revenues over the remaining months of the fiscal year to offset some of the decreases in the first quarter.

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$8,237,967	$3,628,002	($4,609,965)	$7,708,570	44.04%
Year-to-date revenues collected are under the anticipated amount. Revenue for FDOT Road Maintenance and Street Light Surcharge is less than anticipated year-to-date.				

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$30,907,336	$19,288,817	($11,618,520)	$25,606,670	62.41%
Year-to-date revenues collected are over the anticipated amount. Revenues for Transportation Impact Fees - Commercial are coming in higher than anticipated.				

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$3,831,473	$1,180,577	($2,650,896)	$2,947,631	30.81%

Year-to-date revenues received are less than the 50% anticipated. This is primarily due to less than anticipated recreation impact fee revenue for commercial for the first half of the fiscal year. The City's growth spurt appears to be slowing down. We are hopeful that growth will increase over the next few months.

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$5,558,512	$827,533	($4,730,979)	$1,655,067	14.89%

Year-to-date revenues received are less than the 50% anticipated. This is primarily due to less than anticipated fire impact fee revenue for residential and commercial for the first half of the fiscal year. The City's growth spurt appears to be slowing down. We are hopeful that growth will increase over the next few months.

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$5,156,836	$887,440	($4,269,396)	$1,768,158	17.21%

Year-to-date revenues received are less than the 50% anticipated. This is primarily due to less than anticipated police impact fee revenue for commercial for the first half of the fiscal year. The City's growth spurt appears to be slowing down. We are hopeful that growth will increase over the next few months.

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$2,286,488	$1,500,863	($785,625)	$1,892,164	65.64%

Year-to-date revenues collected are higher the anticipated amount. Stormwater collection fees are coming in higher than the year-to-date target.

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$36,444,426	$17,675,564	($18,768,862)	$35,350,167	48.50%

Year-to-date revenues collected are slightly under the anticipated amount. Revenues for reclaimed water, sewer service fees and backflow fees are exceeding the budget year-to-date. Water service fees and backflow conversions and inspection are trending slightly below budget year-to-date.

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$7,629,964	$3,564,485	($4,065,479)	$7,104,066	46.72%

Year-to-date revenues collected are slightly under the anticipated amount. Revenues for sanitation service fees are trending lower than expected year-to-date and annually. We are expecting increases over the next few months due to seasonally.

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$35,274,323	$8,856,587	($26,417,736)	$15,782,966	25.11%

Year-to-date revenues received are less than the 50% anticipated. This is primarily due to less than anticipated revenues for wastewater and reclaimed impact fees. We experienced significant growth in FY2024 resulting from new developments. As similar to other impact fees, the City's growth spurt appears to be slowing down. We are hopeful that growth will increase over the next few months. Also, please note that this fund typically uses reserves to support new and expansion related projects. As such, the budgeted revenues include $14.0M of carry over appropriations to support such projects. This contributes to the lower percentage year-to-date.

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				
FY25 Amended Revenue Budget	**FY25 YTD Revenue Collected**	**FY25 Revenue Balance**	**FY25 Annual Projection**	**% Recognized**
$4,471,029	$1,399,945	($3,071,084)	$1,520,641	31.31%

Although Year-to-date revenues collected are slightly over than the anticipated amount for Ad Valorem Taxes, this fund typically uses reserves to support new and expansion related projects. As such, the budgeted revenues include $3.0M of carry over appropriations to support such projects. This contributes to the lower percentage year-to-date.

Expenditures/Expenses:

General Fund

001 - 1010 MAYOR'S OFFICE				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$628,589	$284,559	$344,029	$588,415	45.27%

Overall year-to-date expenses are slightly less than anticipated, trending lower than the amounts budgeted. Expenses for books, publications, subscriptions, and membership and Commissioner donations are slightly higher for the first half of the fiscal year, but are expected to remain within the annual budget throughout the remainder of the year.

001 - 1015 LEGAL SERVICES				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$3,249,926	$1,669,080	$1,580,846	$2,802,115	51.36%

Overall year-to-date expenses are slightly over than anticipated. Expenditures for liability and casualty insurances is trending higher than expected due to timing of payments for coverage throughout the year..

001 - 1020 ADMINISTRATIVE SERVICES

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$571,000	$179,155	$391,845	$407,673	31.38%

Overall year-to-date expenses are less than anticipated. Expenses are low for other contractual services related to the new security services in City Hall. Also, this budget includes the $100K budgeted for a new program to support non-profit organizations. These funds are on hold until a policy is in place and approved by Council to determine the process and distributions of such funds.

001 - 1022 FACILITIES MAINTENANCE

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$4,964,916	$785,130	$4,179,786	$2,683,496	15.81%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenses for professional, other contractual services, and utility services, and repairs and maintenance. In addition, capital expenditures for various projects (New roofs, Museum Log Cabin, Apopka Community Center, and Chamber Building Renovations) are scheduled to begin over the next few months. In addition, expenditures for various equipment purchases (City Security/Access System Upgrades, Fire Alarm Installations, Red Light/Green Light Upgrades, and Vehicles) are either on order or scheduled for later in the year.

001 - 1030 CITY CLERK

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$391,269	$163,381	$227,888	$353,441	41.76%

Overall year-to-date expenses are less than anticipated. Expenditures for printing and legal advertising services are lower than anticipated for the first half of the fiscal year.

001 - 1120 FINANCE

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$9,477,965	$2,489,188	$6,988,777	$6,931,478	26.26%

Overall year-to-date expenses are less than anticipated, primarily due to lower than anticipated expenditures for other current charges and the new ERP/EAM Financial Accounting System. This project has been awarded and expenditures will increase throughout the end of the fiscal year.

001 - 1170 HUMAN RESOURCES

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$1,006,089	$339,473	$666,615	$707,839	33.74%

Overall year-to-date expenses are less than anticipated, primarily related to less than anticipated expenditures for professional services, other charges, training & travel & per-diem.

001 – FIRE DEPARTMENT (2110, 2120, 2130)

FY25 YTD Expenditures	FY25 YTD Revenue Collected	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$28,140,245	**$11,339,235**	**$16,801,011**	**$24,098,609**	**40.30%**

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for other contractual services, training, office and operating supplies, vehicle maintenance, repairs & maintenance, and intangible asset and vehicle purchases for the first quarter.

001 - POLICE DEPARTMENT (2210. 2220, 2230, 2235, 2240, 2250)

FY25 YTD Expenditures	FY25 YTD Revenue Collected	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$29,344,824	**$11,444,093**	**$17,900,730**	**$25,066,225**	**39.00%**

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for professional services, training, office and operating supplies, vehicle maintenance, repairs & maintenance, and vehicle purchases.

3310 - FLEET MAINTENANCE

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$2,136,563	$791,413	$1,345,150	$1,592,571	37.04%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for operating supplies, repairs & maintenance, and other contractual svcs for the first half of the fiscal year.

001 - PARKS & RECREATION (3512, 3513, 3514, 3612, 3614)

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$13,007,027	**$2,794,557**	**$10,212,470**	**$9,303,847**	**21.48%**

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for office and operating supplies, other contractual services, vehicle repairs & maintenance, community events, tree bank and various improvement (LED Field Lights on Pad 7, Security Fencing, Steel Pavilion, Walkway NWRC) and equipment purchases (vehicles and mowers) for the first half of the fiscal year.

001 – COMMUNITY DEVELOPMENT (4020 and 4021)

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	Sum of FY25 Annual Projection	% Expended
$3,722,975	**$962,660**	**$2,760,314**	**$2,229,311**	**25.86%**

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for other contractual services, legal advertising, office supplies, membership dues, and vehicle purchases.

001 – 4022 ECONOMIC DEVELOPMENT

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$301,611	$27,323	$274,288	$177,481	9.06%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenses for professional and other contractual services and books, publications & subscriptions.

001 - 5110 INFORMATION TECHNOLOGY

FY25 Amended Expenditure Budget	FY25 YTD Expenditures	FY25 Expenditure Balance	FY25 Annual Projection	% Expended
$5,062,656	$2,568,529	$2,494,127	$4,803,849	50.73%

Overall year-to-date expenses are slightly higher than anticipated. Primarily due to timing on expenses for other contractual services, repairs & maintenance and capital expenditures (FCC/Camp Wewa/Billie Dean Community Center Audio & Video Upgrade, Motorola Comparator Replacement and Firewall Upgrades).

001 – DEBT SERVICE AND TRANSFERS (9011)				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$5,899,439	$3,056,881	$2,842,558	$5,899,438	51.82%

This section includes transfers from General fund to other funds and general fund debt payments. The transfers and the debt service payments are on target. Debt service payments are made annually or semi-annually, which contributes to the 63.07% of expenditures year-to-date.

Street Improvement Fund

101 - STREET IMPROVEMENTS				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**Sum of % Recognized**
$8,237,967	$4,060,238	$4,177,729	$7,300,253	49.29%

Overall year-to-date expenses are slightly less than anticipated, primarily due to less than anticipated expenditures for utility street light services, repairs & maintenance, sidewalk and curb repairs, street and stop sign replacement, and roadway resurfacing. We are expecting these expenditures to increase over the next few months.

Transportation Fund

102 - TRANSPORTATION IMPACT FEES				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$30,907,336	($224,355)	$31,131,692	$7,429,322	-0.73%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for professional services, traffic counts, and various improvement projects (Ocoee Apopka Road Widening Keene Road to Alston Bay Boulevard; Ocoee Apopka Road Widening Harmon Road to Bradshaw Road; New Sidewalks Design and Construction; Rock Spring Road at Welch Rd Intersection Improvement Design Phase; Vick Road - Widen to 4 Lanes Martin Street to Sun Bluff Lane Design Phase; Vick Road - Widen to 4 Lanes Welch Road to Lester Road Design Phase; Vick Road - Widen to 4 Lanes Old Dixie Highway to Martin Street Design Phase; W Kelly Park Road Widening and New Signals from west of Golden Gem Road to Plymouth Sorrento Road; and Park Ave and Votaw Rd-Intersection Improvement.

Recreation Impact Fees

104 - RECREATION IMPACT FEES				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$3,831,473	($6,638)	$3,838,110	$1,100,818	-0.17%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for various improvement projects (New Soccer Fields, Tennis, and Pickleball Courts at NWRC). Staff is actively working to move these projects forward as soon as possible.

Fire Impact Fees

110 - FIRE IMPACT FEES				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$5,558,512	$67,565	$5,490,947	$171,315	1.22%

Overall year-to-date expenses are less than anticipated, due to less than anticipated expenditures for the Architectural Design for Public Safety Administration Complex. The contractor for these services has been approved and we are finalizing the contract in order to begin the design work over the next few months.

Police Impact Fees

115 - POLICE IMPACT FEES				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$5,156,836	$2,500	$5,154,336	$5,000	0.05%

Overall year-to-date expenses are less than anticipated, due to less than anticipated expenditures for the Architectural Design for Public Safety Administration Complex. The contractor for these services has been approved and we are finalizing the contract in order to begin the design work over the next few months.

Stormwater

120 - STORMWATER SPECIAL REVENUE FUND				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$2,286,488	$445,410	$1,841,078	$1,717,089	19.48%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for professional and other contractual services, repairs & maintenance, and equipment and machinery purchases. We are expecting these expenditures to increase over the next few months.

Water and wastewater Operating Fund

401 - WATER & WASTEWATER OPERATING FUND				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$36,444,426	$11,875,595	$24,568,832	$27,714,047	32.59%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for professional and other contractual services, vehicle and repairs & maintenance, operating supplies, other charges, backflow operational supplies, and various improvement (Mt Plymouth Lakes WTP Misc. Rehabilitation; Generators at WTP- Replacement generators for the Grossenbacher; NWRC Reclaim Water Storage Pond Transfer pump station project management phase 2 and 3; WRF Lower reservoir and pump station project management at Cleveland; Asbestos Watermain Replacement; Misc. watermain and watermain upgrades; Generator/ Bypass pumps; 47 HP LS pump Replacements; SCADA RTU Upgrades; High Service Distribution Pump and Drive motor and equipment and machinery purchases. We expect these expenditures to increase over the next few months.

Sanitation Fund

402 - SANITATION				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$7,629,964	$3,497,656	$4,132,308	$7,251,440	45.84%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for sanitation tipping fees, vehicle maintenance, temporary labor, operating supplies and fuel and gas. We are expecting these expenditures to increase over the next few months.

Water and Wastewater Reuse Fund

403 – WATER, WASTEWATER AND REUSE				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$35,274,323	$2,938,976	$32,335,347	$9,405,495	8.33%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for various improvement projects (Northwest WTP - High Service Pump; Addition; New potable Water Plant designs-New WTP 5.0 MGD new construction; Grossenbacher new expansion and new treatment technology design; Grossenbacher OZONE pilot test; PWS New Pipelines Upsizing Agreements; NWRC Reclaim Water Storage NW Pond Transfer Pump Station Phase 1; NWRC Reclaim Water Storage E Pond Transfer Pump Station Phase 3; RWS New Pipelines Upsizing Agreements; WWS New Pipelines Upsizing Agreements; Wastewater Treatment Plant 5.0 MGD Expansion; Wastewater Treatment plant redundancy mechanical bar Screen; Lift Station Capacity upsize program; and S. Forest Ave. (LS No.17 - Apopka WRF) 20-in, 9768 LF. We are expecting these expenditures to increase over the next few months.

CRA Community Redevelopment

610 - COMMUNITY DEVELOPMENT AGENCY				
FY25 Amended Expenditure Budget	**FY25 YTD Expenditures**	**FY25 Expenditure Balance**	**FY25 Annual Projection**	**% Expended**
$4,471,029	$764,870	$3,706,159	$1,823,486	17.11%

Overall year-to-date expenses are less than anticipated, primarily due to less than anticipated expenditures for professional services, program reimbursements for FRAP and RFAP, and improvements related to the Downtown Apopka Trail, Central Avenue Trail, Park Avenue, City Hall Downtown Park, and the Neighborhood Park at E. 8th Street and S. Highland Avenue. We are expecting these expenditures to increase over the next few months.

We have attached the City's Budget-to-Actual Detailed Report for the Six-Months Ending March 31, 2025 for your review and acceptance.

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Revenue				107,905,094	8,169,678	52,599,434	(55,305,659)	93,519,795	86.67%	48.75%
	Revenue Total				107,905,094	8,169,678	52,599,434	(55,305,659)	93,519,795	86.67%	48.75%
	Expenditure	1010	001-1010-512-1200	REGULAR SALARIES AND WAGES	295,186	23,279	143,745	151,442	287,489	97.39%	48.70%
			001-1010-512-1210	LONGEVITY PAY	326	-	-	326	326	100.00%	0.00%
			001-1010-512-1300	OTHER SALARIES AND WAGES	6,900	-	-	6,900	-	0.00%	0.00%
			001-1010-512-1600	OTHER REIMBURSED ALLOWANCES	12,000	923	5,723	6,277	11,446	95.38%	47.69%
			001-1010-512-2100	FICA TAXES - CITY MATCHING	20,372	1,762	10,806	9,566	21,611	106.08%	53.04%
			001-1010-512-2200	CITY RETIREMENT CONTRIBUTION	33,185	2,485	17,063	16,122	34,127	102.84%	51.42%
			001-1010-512-2300	LIFE AND HEALTH INSURANCE	27,696	376	12,788	14,908	25,576	92.35%	46.17%
			001-1010-512-2400	WORKER'S COMPENSATION	224	59	184	40	368	164.55%	82.27%
			001-1010-512-3100	PROFESSIONAL SERVICES	18,000	15,000	15,000	3,000	30,000	166.67%	83.33%
			001-1010-512-3400	OTHER CONTRACTUAL SERVICES	35,000	-	-	35,000	35,000	100.00%	0.00%
			001-1010-512-4000	TRAVEL & PER DIEM	11,000	-	-	11,000	11,000	100.00%	0.00%
			001-1010-512-4200	FREIGHT & POSTAGE SERVICES	1,000	48	140	860	279	27.92%	13.96%
			001-1010-512-4400	RENTAL AND LEASES	1,800	-	-	1,800	1,800	100.00%	0.00%
			001-1010-512-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	1,000	76	334	666	668	66.76%	33.38%
			001-1010-512-4700	PRINTING SERVICES	4,500	-	1,911	2,589	3,822	84.94%	42.47%
			001-1010-512-5100	OFFICE SUPPLIES	5,800	-	86	5,714	172	2.97%	1.48%
			001-1010-512-5200	OPERATING SUPPLIES	44,500	1,578	11,028	33,472	22,056	49.56%	24.78%
			001-1010-512-5201	OPERATING SUPPLIES SEAT 1	9,525	1,250	4,250	5,275	8,500	89.24%	44.62%
			001-1010-512-5202	OPERATING SUPPLIES SEAT 2	9,525	2,700	6,250	3,275	9,525	100.00%	65.62%
			001-1010-512-5203	OPERATING SUPPLIES SEAT 3	10,000	-	-	10,000	10,000	100.00%	0.00%
			001-1010-512-5204	OPERATING SUPPLIES SEAT 4	10,000	1,050	5,100	4,900	10,000	100.00%	51.00%
			001-1010-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	63,450	992	49,552	13,898	63,450	100.00%	78.10%
			001-1010-512-5500	TRAINING	7,600	-	600	7,000	1,200	15.79%	7.89%
		1010 MAYOR'S OFFICE Total			**628,589**	**51,578**	**284,559**	**344,029**	**588,415**	**93.61%**	**45.27%**
		1015	001-1015-514-1200	REGULAR SALARIES AND WAGES	239,748	6,600	41,239	198,508	82,478	34.40%	17.20%
			001-1015-514-1210	LONGEVITY PAY	410	-	-	410	410	100.00%	0.00%
			001-1015-514-1600	OTHER REIMBURSED ALLOWANCES	2,400	-	-	2,400	-	0.00%	0.00%
			001-1015-514-2100	FICA TAXES - CITY MATCHING	14,493	453	2,847	11,646	5,694	39.29%	19.64%
			001-1015-514-2200	CITY RETIREMENT CONTRIBUTION	33,861	921	5,996	27,865	11,992	35.42%	17.71%
			001-1015-514-2300	LIFE AND HEALTH INSURANCE	37,819	251	7,239	30,580	14,477	38.28%	19.14%
			001-1015-514-2400	WORKERS' COMPENSATION	75	17	53	22	105	140.27%	70.13%
			001-1015-514-3100	PROFESSIONAL SERVICES	631,018	90,833	226,479	404,539	452,958	71.78%	35.89%
			001-1015-514-3400	OTHER CONTRACTUAL SERVICES	29,000	785	4,057	24,943	8,115	27.98%	13.99%
			001-1015-514-4000	TRAVEL AND PER DIEM	1,600	-	-	1,600	1,600	100.00%	0.00%
			001-1015-514-4200	FREIGHT & POSTAGE SERVICES	350	-	-	350	350	100.00%	0.00%
			001-1015-514-4400	RENTALS AND LEASES	2,000	-	-	2,000	2,000	100.00%	0.00%
			001-1015-514-4500	LIABILITY & CASUALTY INSURANCE	2,215,750	386,184	1,380,368	835,382	2,215,750	100.00%	62.30%
			001-1015-514-4600	REPAIR & MAINT.-BLDG & EQUIP	800	55	268	532	535	66.88%	33.44%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	1015	001-1015-514-4700	PRINTING SERVICES	180	-	-	180	180	100.00%	0.00%
			001-1015-514-4900	OTHER CURRENT CHARGES	25,100	-	-	25,100	176	0.70%	0.00%
			001-1015-514-5100	OFFICE SUPPLIES	1,500	-	109	1,391	1,500	100.00%	7.30%
			001-1015-514-5200	OPERATING SUPPLIES	1,200	-	-	1,200	1,200	100.00%	0.00%
			001-1015-514-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	10,878	-	425	10,453	850	7.81%	3.91%
			001-1015-514-5500	TRAINING	1,745	-	-	1,745	1,745	100.00%	0.00%
		1015 LEGAL SERVICES Total			**3,249,926**	**486,098**	**1,669,080**	**1,580,846**	**2,802,115**	**86.22%**	**51.36%**
		1020	001-1020-512-1200	REGULAR SALARIES AND WAGES	279,408	20,153	125,003	154,405	250,007	89.48%	44.74%
			001-1020-512-1210	LONGEVITY PAY	520	-	-	520	520	100.00%	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	16,778	1,445	9,010	7,768	18,020	107.40%	53.70%
			001-1020-512-2200	CITY RETIREMENT CONTRIBUTION	36,047	2,820	18,312	17,735	36,624	101.60%	50.80%
			001-1020-512-2300	LIFE AND HEALTH INSURANCE	26,085	372	13,242	12,843	26,484	101.53%	50.76%
			001-1020-512-2400	WORKERS' COMPENSATION	112	25	79	33	158	140.86%	70.43%
			001-1020-512-3400	OTHER CONTRACTUAL SERVICES	179,000	5,170	11,425	167,575	60,000	33.52%	6.38%
			001-1020-512-4000	TRAVEL AND PER DIEM	4,915	229	661	4,254	4,915	100.00%	13.45%
			001-1020-512-4200	FREIGHT & POSTAGE SERVICES	250	-	1	249	250	100.00%	0.50%
			001-1020-512-4400	RENTALS AND LEASES	5,700	581	581	5,119	5,700	100.00%	10.19%
			001-1020-512-4600	REPAIR & MAINT.-BLDG & EQUIP	-	-	-	-	-	0.00%	0.00%
			001-1020-512-4650	VEHICLE MAINTENANCE	1,200	-	-	1,200	1,200	100.00%	0.00%
			001-1020-512-5100	OFFICE SUPPLIES	1,950	-	-	1,950	1,950	100.00%	0.00%
			001-1020-512-5200	OPERATING SUPPLIES	2,700	65	197	2,503	394	14.59%	7.29%
			001-1020-512-5250	FUEL AND GASOLINE	1,000	14	76	924	151	15.10%	7.55%
			001-1020-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	2,400	-	183	2,217	366	15.25%	7.62%
			001-1020-512-5500	TRAINING	935	-	385	550	935	100.00%	41.18%
		1020 ADMINISTRATIVE SERVICES Total			**571,000**	**30,874**	**179,155**	**391,845**	**407,673**	**71.40%**	**31.38%**
		1022	001-1022-519-1200	REGULAR SALARIES AND WAGES	370,540	26,244	166,370	204,171	332,739	89.80%	44.90%
			001-1022-519-1210	LONGEVITY PAY	684	-	-	684	684	100.00%	0.00%
			001-1022-519-1400	OVERTIME PAY	28,115	2,739	13,107	15,008	26,214	93.24%	46.62%
			001-1022-519-2100	FICA TAXES - CITY MATCHING	30,549	2,162	13,414	17,134	26,829	87.82%	43.91%
			001-1022-519-2200	CITY RETIREMENT CONTRIBUTIONS	56,669	4,059	25,649	31,020	51,298	90.52%	45.26%
			001-1022-519-2300	LIFE AND HEALTH INSURANCE	83,530	752	27,956	55,574	55,912	66.94%	33.47%
			001-1022-519-2400	WORKERS' COMPENSATION	1,608	304	944	664	1,888	117.43%	58.72%
			001-1022-519-3100	PROFESSIONAL SERVICES	35,910	-	-	35,910	35,910	100.00%	0.00%
			001-1022-519-3400	OTHER CONTRACTUAL SERVICES	602,554	9,239	114,033	488,521	284,050	47.14%	18.92%
			001-1022-519-4000	TRAVEL AND PER DIEM	500	-	-	500	500	100.00%	0.00%
			001-1022-519-4300	UTILITY SERVICES	250,000	10,294	48,698	201,302	188,570	75.43%	19.48%
			001-1022-519-4400	RENTALS AND LEASES	16,499	132	412	16,087	16,499	100.00%	2.50%
			001-1022-519-4600	REPAIR & MAINT.-BLDG & EQUIP	857,900	18,131	105,786	752,114	546,673	63.72%	12.33%
			001-1022-519-4650	VEHICLE MAINTENANCE	10,000	149	6,307	3,693	10,000	100.00%	63.07%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	1022	001-1022-519-4900	OTHER CURRENT CHARGES	50,000	-	41,464	8,536	50,000	100.00%	82.93%
			001-1022-519-5100	OFFICE SUPPLIES	3,000	-	-	3,000	3,000	100.00%	0.00%
			001-1022-519-5200	OPERATING SUPPLIES	208,160	12,836	81,743	126,417	163,487	78.54%	39.27%
			001-1022-519-5250	FUEL AND GASOLINE	20,000	401	2,831	17,169	5,662	28.31%	14.15%
			001-1022-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	5,000	-	2,125	2,875	5,000	100.00%	42.50%
			001-1022-519-5500	TRAINING	5,000	-	-	5,000	5,000	100.00%	0.00%
			001-1022-519-6200	BUILDINGS	970,090	105,385	105,385	864,705	735,771	75.85%	10.86%
			001-1022-519-6300	INFRASTRUCTURE	80,000	-	-	80,000	80,000	100.00%	0.00%
			001-1022-519-6400	MACHINERY AND EQUIPMENT	1,278,608	6,606	28,906	1,249,703	57,812	4.52%	2.26%
		1022 FACILITIES MAINTENANCE Total			**4,964,916**	**199,433**	**785,130**	**4,179,786**	**2,683,496**	**54.05%**	**15.81%**
		1030	001-1030-512-1200	REGULAR SALARIES AND WAGES	222,205	13,647	99,965	122,241	199,930	89.98%	44.99%
			001-1030-512-1210	LONGEVITY PAY	522	-	-	522	522	100.00%	0.00%
			001-1030-512-1400	OVERTIME PAY	1,200	226	451	749	902	75.16%	37.58%
			001-1030-512-2100	FICA TAXES - CITY MATCHING	16,667	958	6,836	9,831	13,672	82.03%	41.01%
			001-1030-512-2200	CITY RETIREMENT CONTRIBUTION	31,260	1,937	14,727	16,533	29,453	94.22%	47.11%
			001-1030-512-2300	LIFE AND HEALTH INSURANCE	58,240	389	26,701	31,539	53,403	91.69%	45.85%
			001-1030-512-2400	WORKERS' COMPENSATION	75	17	53	22	105	140.27%	70.13%
			001-1030-512-3100	PROFESSIONAL SERVICES	1,000	-	-	1,000	-	0.00%	0.00%
			001-1030-512-3400	OTHER CONTRACTUAL SERVICES	25,200	-	10,698	14,502	21,397	84.91%	42.45%
			001-1030-512-4000	TRAVEL & PER DIEM	1,500	-	181	1,319	1,500	100.00%	12.07%
			001-1030-512-4200	FREIGHT & POSTAGE SERVICES	500	21	202	298	404	80.72%	40.36%
			001-1030-512-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	4,000	132	1,745	2,255	3,489	87.23%	43.61%
			001-1030-512-4700	PRINTING SERVICES	15,000	-	-	15,000	15,000	100.00%	0.00%
			001-1030-512-4900	OTHER CURRENT CHARGES	4,000	-	-	4,000	4,000	100.00%	0.00%
			001-1030-512-4902	LEGAL ADVERTISING	5,000	-	-	5,000	5,000	100.00%	0.00%
			001-1030-512-5100	OFFICE SUPPLIES	1,500	104	435	1,065	1,500	100.00%	29.01%
			001-1030-512-5200	OPERATING SUPPLIES	1,000	56	328	672	1,000	100.00%	32.83%
			001-1030-512-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,000	-	260	740	765	76.50%	26.00%
			001-1030-512-5500	TRAINING	1,400	-	800	600	1,400	100.00%	57.14%
		1030 CITY CLERK Total			**391,269**	**17,486**	**163,381**	**227,888**	**353,441**	**90.33%**	**41.76%**
		1120	001-1120-513-1200	REGULAR SALARIES AND WAGES	1,424,890	104,540	611,261	813,629	1,222,522	85.80%	42.90%
			001-1120-513-1210	LONGEVITY PAY	1,025	-	-	1,025	1,025	100.00%	0.00%
			001-1120-513-1400	OVERTIME PAY	11,061	922	5,624	5,437	11,248	101.69%	50.85%
			001-1120-513-2100	FICA TAXES - CITY MATCHING	104,599	7,693	45,022	59,577	90,045	86.09%	43.04%
			001-1120-513-2200	CITY RETIREMENT CONTRIBUTION	202,043	14,722	89,785	112,258	179,570	88.88%	44.44%
			001-1120-513-2300	LIFE AND HEALTH INSURANCE	255,666	2,031	94,014	161,652	188,028	73.54%	36.77%
			001-1120-513-2400	WORKER'S COMPENSATION	358	76	237	121	473	132.20%	66.10%
			001-1120-513-3100	PROFESSIONAL SERVICES	422,000	80,700	207,284	214,716	414,568	98.24%	49.12%
			001-1120-513-3200	AUDIT SERVICES	65,000	-	15,000	50,000	59,620	91.72%	23.08%
			001-1120-513-3400	OTHER CONTRACTUAL SERVICES	87,200	21,462	67,548	19,652	87,200	100.00%	77.46%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	1120	001-1120-513-4000	TRAVEL & PER DIEM	11,399	-	-	11,399	5,700	50.00%	0.00%
			001-1120-513-4200	FREIGHT & POSTAGE SERVICES	4,500	371	1,963	2,537	3,926	87.25%	43.62%
			001-1120-513-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	2,000	250	796	1,204	1,592	79.60%	39.80%
			001-1120-513-4700	PRINTING SERVICES	3,170	-	1,010	2,161	3,170	100.00%	31.85%
			001-1120-513-4900	OTHER CURRENT CHARGES	238,000	3,217	20,181	217,819	238,000	100.00%	8.48%
			001-1120-513-4902	LEGAL ADVERTISING	6,900	69	1,674	5,226	3,347	48.51%	24.26%
			001-1120-513-5100	OFFICE SUPPLIES	8,600	1,112	4,224	4,376	8,600	100.00%	49.12%
			001-1120-513-5200	OPERATING SUPPLIES	11,192	-	947	10,245	11,192	100.00%	8.46%
			001-1120-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	4,595	-	450	4,145	4,595	100.00%	9.79%
			001-1120-513-5500	TRAINING	22,500	-	335	22,165	11,250	50.00%	1.49%
			001-1120-513-6400	EQUIPMENT AND MACHINERY	558,858	-	-	558,858	-	0.00%	0.00%
			001-1120-513-6800	INTANGIBLE ASSETS	3,288,410	-	-	3,288,410	1,641,809	49.93%	0.00%
			001-1120-513-9150	TRANSFER TO GRANT FUND	2,744,000	1,321,833	1,321,833	1,422,167	2,744,000	100.00%	48.17%
		1120 FINANCE Total			**9,477,965**	**1,558,999**	**2,489,188**	**6,988,777**	**6,931,478**	**73.13%**	**26.26%**
		1170	001-1170-513-1200	REGULAR SALARIES AND WAGES	384,898	30,620	187,332	197,567	374,664	97.34%	48.67%
			001-1170-513-1210	LONGEVITY PAY	451	-	-	451	451	100.00%	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	158	846	4,154	1,691	33.83%	16.91%
			001-1170-513-1600	OTHER REIMBURSED ALLOWANCES	480	37	229	251	458	95.38%	47.69%
			001-1170-513-2100	FICA TAXES - CITY MATCHING	28,126	2,261	13,868	14,258	27,737	98.62%	49.31%
			001-1170-513-2200	CITY RETIREMENT CONTRIBUTION	54,236	4,206	26,328	27,907	52,657	97.09%	48.54%
			001-1170-513-2300	LIFE AND HEALTH INSURANCE	79,903	521	25,922	53,981	51,844	64.88%	32.44%
			001-1170-513-2400	WORKER'S COMPENSATION	186	34	105	81	210	112.89%	56.44%
			001-1170-513-2500	UNEMPLOYMENT COMPENSATION	32,000	-	-	32,000	-	0.00%	0.00%
			001-1170-513-3100	PROFESSIONAL SERVICES	63,000	-	-	63,000	-	0.00%	0.00%
			001-1170-513-3400	OTHER CONTRACTUAL SERVICES	182,500	11,424	66,790	115,710	133,580	73.19%	36.60%
			001-1170-513-4000	TRAVEL & PER DIEM	17,500	-	93	17,407	8,750	50.00%	0.53%
			001-1170-513-4200	FREIGHT & POSTAGE SERVICES	1,000	5	75	925	150	15.04%	7.52%
			001-1170-513-4400	RENTALS AND LEASES	3,500	-	-	3,500	3,500	100.00%	0.00%
			001-1170-513-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	-	151	736	(736)	736	0.00%	0.00%
			001-1170-513-4700	PRINTING SERVICES	4,100	-	838	3,262	1,676	40.88%	20.44%
			001-1170-513-4900	OTHER CURRENT CHARGES	12,500	-	1,664	10,836	3,329	26.63%	13.31%
			001-1170-513-5100	OFFICE SUPPLIES	4,400	290	1,952	2,448	3,904	88.73%	44.36%
			001-1170-513-5200	OPERATING SUPPLIES	30,200	319	10,135	20,065	20,269	67.12%	33.56%
			001-1170-513-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	14,396	-	2,561	11,835	5,122	35.58%	17.79%
			001-1170-513-5500	TRAINING	55,000	-	-	55,000	-	0.00%	0.00%
			001-1170-513-6400	EQUIPMENT AND MACHINERY	17,112	-	-	17,112	17,112	100.00%	0.00%
		1170 HUMAN RESOURCES Total			**1,006,089**	**50,025**	**339,473**	**666,615**	**707,839**	**70.36%**	**33.74%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	2110	001-2110-522-1200	REGULAR SALARIES AND WAGES	1,488,996	88,128	544,840	944,156	1,089,680	73.18%	36.59%
			001-2110-522-1210	LONGEVITY PAY	3,975	-	-	3,975	3,975	100.00%	0.00%
			001-2110-522-1225	PROFICIENCY PAY	88,502	3,642	23,711	64,791	47,423	53.58%	26.79%
			001-2110-522-1400	OVERTIME PAY	14,157	-	-	14,157	-	0.00%	0.00%
			001-2110-522-1500	SPECIAL PAY	6,760	436	2,898	3,862	5,796	85.74%	42.87%
			001-2110-522-1600	OTHER REIMBURSED ALLOWANCES	3,502	-	-	3,502	-	0.00%	0.00%
			001-2110-522-2100	FICA TAXES - CITY MATCHING	103,817	6,496	40,500	63,316	81,001	78.02%	39.01%
			001-2110-522-2200	CITY RETIREMENT CONTRIBUTION	350,713	21,625	141,340	209,373	282,680	80.60%	40.30%
			001-2110-522-2300	LIFE AND HEALTH INSURANCE	287,514	1,787	103,553	183,961	207,106	72.03%	36.02%
			001-2110-522-2400	WORKER'S COMPENSATION	8,525	1,653	5,136	3,389	10,272	120.49%	60.24%
			001-2110-522-3100	PROFESSIONAL SERVICES	32,000	-	10,496	21,504	20,992	65.60%	32.80%
			001-2110-522-3400	OTHER CONTRACTUAL SERVICES	239,290	7,318	81,490	157,800	162,979	68.11%	34.05%
			001-2110-522-4000	TRAVEL & PER DIEM	22,950	336	5,861	17,089	11,722	51.08%	25.54%
			001-2110-522-4200	FREIGHT & POSTAGE SERVICES	1,800	76	358	1,442	717	39.82%	19.91%
			001-2110-522-4300	UTILITY SERVICES	200,000	13,862	71,799	128,201	167,344	83.67%	35.90%
			001-2110-522-4400	RENTAL AND LEASES	37,000	2,730	17,441	19,559	34,883	94.28%	47.14%
			001-2110-522-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	2,500	-	-	2,500	2,500	100.00%	0.00%
			001-2110-522-4650	VEHICLE MAINTENANCE	2,500	-	5,160	(2,660)	10,319	412.77%	206.38%
			001-2110-522-4700	PRINTING SERVICES	2,800	-	-	2,800	2,800	100.00%	0.00%
			001-2110-522-5100	OFFICE SUPPLIES	20,000	-	1,718	18,282	3,436	17.18%	8.59%
			001-2110-522-5200	OPERATING SUPPLIES	74,405	4,745	25,107	49,298	50,214	67.49%	33.74%
			001-2110-522-5250	FUEL AND GASOLINE	7,750	746	4,833	2,917	9,666	124.73%	62.36%
			001-2110-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	17,000	100	2,132	14,868	4,264	25.08%	12.54%
			001-2110-522-5500	TRAINING	230,020	3,298	24,807	205,213	49,613	21.57%	10.78%
			001-2110-522-6400	EQUIPMENT AND MACHINERY	52,694	-	-	52,694	-	0.00%	0.00%
			001-2110-522-6800	INTANGIBLE ASSETS	258,684	-	-	258,684	258,684	100.00%	0.00%
		2110 FIRE CHIEF Total			**3,557,854**	**156,978**	**1,113,181**	**2,444,674**	**2,518,066**	**70.77%**	**31.29%**
		2120	001-2120-522-1200	REGULAR SALARIES AND WAGES	4,320,602	383,285	2,420,667	1,899,935	4,841,334	112.05%	56.03%
			001-2120-522-1210	LONGEVITY PAY	8,019	-	-	8,019	8,019	100.00%	0.00%
			001-2120-522-1225	PROFICIENCY PAY	56,001	-	-	56,001	56,001	100.00%	0.00%
			001-2120-522-1400	OVERTIME PAY	425,083	34,561	209,985	215,099	419,969	98.80%	49.40%
			001-2120-522-1500	SPECIAL PAY	5,760	162	1,011	4,749	2,022	35.11%	17.55%
			001-2120-522-1600	OTHER REIMBURSED ALLOWANCES	500	-	-	500	-	0.00%	0.00%
			001-2120-522-2100	FICA TAXES - CITY MATCHING	360,871	31,160	196,413	164,458	392,826	108.85%	54.43%
			001-2120-522-2200	CITY RETIREMENT CONTRIBUTION	1,031,887	104,027	665,685	366,202	1,331,370	129.02%	64.51%
			001-2120-522-2300	LIFE AND HEALTH INSURANCE	1,010,364	8,567	412,882	597,483	825,764	81.73%	40.86%
			001-2120-522-2400	WORKER'S COMPENSATION	59,871	13,581	42,193	17,678	84,386	140.95%	70.47%
			001-2120-522-4000	TRAVEL & PER DIEM	17,000	-	-	17,000	17,000	100.00%	0.00%
			001-2120-522-4400	RENTALS AND LEASES	20,000	-	-	20,000	20,000	100.00%	0.00%
			001-2120-522-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	284,000	41,981	93,012	190,988	186,024	65.50%	32.75%
			001-2120-522-4650	VEHICLE MAINTENANCE	205,000	12,640	110,060	94,940	205,000	100.00%	53.69%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	2120	001-2120-522-4850	PUBLIC RELATIONS	53,000	2,148	7,563	45,437	15,126	28.54%	14.27%
			001-2120-522-5200	OPERATING SUPPLIES	1,185,420	48,651	305,627	879,793	897,406	75.70%	25.78%
			001-2120-522-5250	FUEL AND GASOLINE	98,400	7,594	42,360	56,040	84,720	86.10%	43.05%
			001-2120-522-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	10,000	1,500	1,500	8,500	10,000	100.00%	15.00%
			001-2120-522-5500	TRAINING	23,200	38	12,967	10,233	23,200	100.00%	55.89%
			001-2120-522-6200	BUILDINGS	248,305	-	19,000	229,305	19,884	8.01%	7.65%
			001-2120-522-6400	EQUIPMENT AND MACHINERY	1,426,604	16,103	112,685	1,313,919	278,356	19.51%	7.90%
		2120 FIRE SUPPRESSION Total			**10,849,890**	**705,998**	**4,653,610**	**6,196,280**	**9,718,407**	**89.57%**	**42.89%**
		2130	001-2130-526-1200	REGULAR SALARIES AND WAGES	6,334,276	453,031	2,805,061	3,529,215	5,610,122	88.57%	44.28%
			001-2130-526-1210	LONGEVITY PAY	16,317	-	-	16,317	16,317	100.00%	0.00%
			001-2130-526-1225	PROFICIENCY PAY	554,514	45,694	286,815	267,699	573,630	103.45%	51.72%
			001-2130-526-1400	OVERTIME PAY	890,212	95,188	486,107	404,105	972,214	109.21%	54.61%
			001-2130-526-1500	SPECIAL PAY	19,838	2,966	18,373	1,465	36,746	185.23%	92.62%
			001-2130-526-1600	OTHER REIMBURSED ALLOWANCES	10,005	-	-	10,005	-	0.00%	0.00%
			001-2130-526-2100	FICA TAXES - CITY MATCHING	546,881	44,100	264,442	282,439	528,885	96.71%	48.35%
			001-2130-526-2200	CITY RETIREMENT CONTRIBUTION	1,717,899	145,045	888,844	829,055	1,777,688	103.48%	51.74%
			001-2130-526-2300	LIFE AND HEALTH INSURANCE	1,108,925	8,805	436,922	672,003	873,844	78.80%	39.40%
			001-2130-526-2400	WORKER'S COMPENSATION	84,693	19,205	59,662	25,031	119,324	140.89%	70.45%
			001-2130-526-3400	OTHER CONTRACTUAL SERVICES	714,200	-	-	714,200	220,395	30.86%	0.00%
			001-2130-526-4100	COMMUNICATIONS SERVICES	7,800	-	-	7,800	-	0.00%	0.00%
			001-2130-526-4400	RENTAL AND LEASES	50,000	-	5,308	44,692	10,616	21.23%	10.62%
			001-2130-526-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	50,000	-	-	50,000	-	0.00%	0.00%
			001-2130-526-4650	VEHICLE MAINTENANCE	250,000	1,170	22,387	227,613	44,775	17.91%	8.95%
			001-2130-526-4700	PRINTING SERVICES	2,100	-	-	2,100	-	0.00%	0.00%
			001-2130-526-4950	EMS BILLING EXPENSE	113,200	-	82,124	31,076	113,200	100.00%	72.55%
			001-2130-526-5200	OPERATING SUPPLIES	470,065	14,590	126,332	343,733	252,663	53.75%	26.88%
			001-2130-526-5250	FUEL AND GASOLINE	68,400	4,458	25,820	42,580	51,640	75.50%	37.75%
			001-2130-526-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	5,000	-	4,190	811	8,379	167.58%	83.79%
			001-2130-526-5500	TRAINING	168,000	-	50,760	117,240	101,521	60.43%	30.21%
			001-2130-526-6400	EQUIPMENT AND MACHINERY	550,176	9,297	9,297	540,879	550,176	100.00%	1.69%
		2130 FIRE EMS Total			**13,732,501**	**843,548**	**5,572,444**	**8,160,057**	**11,862,135**	**86.38%**	**40.58%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	2210	001-2210-521-1200	REGULAR SALARIES AND WAGES	671,916	53,453	375,473	296,443	750,947	111.76%	55.88%
			001-2210-521-1210	LONGEVITY PAY	1,827	-	-	1,827	1,827	100.00%	0.00%
			001-2210-521-1225	PROFICIENCY PAY	1,000	-	15	985	31	3.08%	1.54%
			001-2210-521-1400	OVERTIME PAY	12,000	550	4,639	7,361	9,278	77.32%	38.66%
			001-2210-521-1500	SPECIAL PAY	6,240	240	1,836	4,404	3,672	58.85%	29.42%
			001-2210-521-1600	OTHER REIMBURSED ALLOWANCES	960	37	329	631	657	68.46%	34.23%
			001-2210-521-2100	FICA TAXES - CITY MATCHING	38,473	3,937	27,413	11,060	54,826	142.51%	71.25%
			001-2210-521-2200	CITY RETIREMENT CONTRIBUTION	59,964	10,034	62,700	(2,736)	125,399	209.12%	104.56%
			001-2210-521-2300	LIFE AND HEALTH INSURANCE	109,945	640	53,393	56,552	106,785	97.13%	48.56%
			001-2210-521-2400	WORKER'S COMPENSATION	3,308	750	2,331	977	4,662	140.94%	70.47%
			001-2210-521-3100	PROFESSIONAL SERVICES	159,000	27	18,916	140,084	59,000	37.11%	11.90%
			001-2210-521-4000	TRAVEL & PER DIEM	12,300	-	-	12,300	-	0.00%	0.00%
			001-2210-521-4200	FREIGHT & POSTAGE SERVICES	10,000	515	2,787	7,213	5,574	55.74%	27.87%
			001-2210-521-4300	UTILITY SERVICES	79,400	3,836	20,598	58,802	56,244	70.84%	25.94%
			001-2210-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	28,300	893	6,758	21,542	24,406	86.24%	23.88%
			001-2210-521-4650	VEHICLE MAINTENANCE	12,000	5,460	12,109	(109)	24,218	201.82%	100.91%
			001-2210-521-4700	PRINTING SERVICES	3,575	141	141	3,434	3,575	100.00%	3.94%
			001-2210-521-5100	OFFICE SUPPLIES	3,250	-	-	3,250	3,250	100.00%	0.00%
			001-2210-521-5200	OPERATING SUPPLIES	51,300	735	8,836	42,464	30,824	60.09%	17.22%
			001-2210-521-5250	FUEL AND GASOLINE	9,000	344	2,520	6,480	5,039	55.99%	28.00%
			001-2210-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	7,020	275	2,900	4,120	5,800	82.62%	41.31%
			001-2210-521-5500	TRAINING	108,300	8,010	10,897	97,403	65,995	60.94%	10.06%
			001-2210-521-6300	IMPROVEMENTS OTHER THAN BLDGS.	8,000	-	-	8,000	8,000	100.00%	0.00%
			001-2210-521-6400	EQUIPMENT AND MACHINERY	49,565	40,000	40,000	9,565	49,565	100.00%	80.70%
		2210 POLICE CHIEF Total			**1,446,643**	**129,878**	**654,591**	**792,052**	**1,399,575**	**96.75%**	**45.25%**
		2220	001-2220-521-1200	REGULAR SALARIES AND WAGES	7,605,140	580,925	3,619,195	3,985,945	7,238,391	95.18%	47.59%
			001-2220-521-1210	LONGEVITY PAY	14,290	-	-	14,290	14,290	100.00%	0.00%
			001-2220-521-1225	PROFICIENCY PAY	38,998	2,154	13,346	25,652	26,691	68.44%	34.22%
			001-2220-521-1300	OTHER SALARIES AND WAGES	17,834	-	-	17,834	-	0.00%	0.00%
			001-2220-521-1400	OVERTIME PAY	380,494	40,987	196,853	183,640	393,707	103.47%	51.74%
			001-2220-521-1500	SPECIAL PAY	76,353	3,462	21,839	54,514	43,678	57.21%	28.60%
			001-2220-521-1600	OTHER REIMBURSED ALLOWANCES	480	188	1,160	(680)	2,319	483.16%	241.58%
			001-2220-521-2100	FICA TAXES - CITY MATCHING	606,920	46,151	284,171	322,749	568,341	93.64%	46.82%
			001-2220-521-2200	CITY RETIREMENT CONTRIBUTION	2,054,366	147,901	934,280	1,120,086	1,868,560	90.96%	45.48%
			001-2220-521-2300	LIFE AND HEALTH INSURANCE	1,538,549	12,886	523,834	1,014,715	1,047,669	68.09%	34.05%
			001-2220-521-2400	WORKER'S COMPENSATION	60,689	13,168	40,910	19,779	81,820	134.82%	67.41%
			001-2220-521-3100	PROFESSIONAL SERVICES	28,500	-	5,918	22,582	13,778	48.34%	20.76%
			001-2220-521-3400	OTHER CONTRACTUAL SERVICES	2,420	-	650	1,770	1,300	53.72%	26.86%
			001-2220-521-4000	TRAVEL & PER DIEM	10,500	1,634	4,609	5,891	9,218	87.79%	43.89%
			001-2220-521-4100	COMMUNICATIONS SERVICES	5,280	-	-	5,280	5,280	100.00%	0.00%
			001-2220-521-4400	RENTALS & LEASES	13,500	356	2,493	11,007	4,986	36.93%	18.47%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	2220	001-2220-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	59,265	686	12,333	46,932	24,665	41.62%	20.81%
			001-2220-521-4650	VEHICLE MAINTENANCE	180,000	14,328	75,517	104,483	151,034	83.91%	41.95%
			001-2220-521-4700	PRINTING SERVICES	8,800	-	865	7,935	1,730	19.66%	9.83%
			001-2220-521-5100	OFFICE SUPPLIES	10,750	602	3,311	7,439	6,622	61.60%	30.80%
			001-2220-521-5200	OPERATING SUPPLIES	1,205,320	30,546	188,017	1,017,303	818,359	67.90%	15.60%
			001-2220-521-5250	FUEL AND GASOLINE	275,000	17,481	98,324	176,676	246,478	89.63%	35.75%
			001-2220-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	5,600	990	990	4,610	5,600	100.00%	17.68%
			001-2220-521-5500	TRAINING	43,450	2,696	11,867	31,583	41,579	95.69%	27.31%
			001-2220-521-6400	EQUIPMENT AND MACHINERY	2,057,569	5,500	5,613	2,051,956	1,093,127	53.13%	0.27%
		2220 POLICE FIELD SERVICES Total			**16,300,066**	**922,639**	**6,046,093**	**10,253,973**	**13,709,222**	**84.11%**	**37.09%**
		2230	001-2230-521-1200	REGULAR SALARIES AND WAGES	2,546,592	168,303	1,245,798	1,300,793	2,491,596	97.84%	48.92%
			001-2230-521-1210	LONGEVITY PAY	8,293	-	-	8,293	8,293	100.00%	0.00%
			001-2230-521-1225	PROFICIENCY PAY	28,500	2,769	18,318	10,182	36,636	128.55%	64.27%
			001-2230-521-1300	OTHER SALARIES AND WAGES	2,500	-	-	2,500	-	0.00%	0.00%
			001-2230-521-1400	OVERTIME PAY	173,758	21,275	96,253	77,504	192,507	110.79%	55.40%
			001-2230-521-1500	SPECIAL PAY	21,602	2,700	17,254	4,349	34,507	159.74%	79.87%
			001-2230-521-1600	OTHER REIMBURSED ALLOWANCES	18,680	923	6,859	11,821	13,717	73.43%	36.72%
			001-2230-521-2100	FICA TAXES - CITY MATCHING	201,667	14,229	100,406	101,261	200,812	99.58%	49.79%
			001-2230-521-2200	CITY RETIREMENT CONTRIBUTION	599,655	35,332	272,184	327,471	544,368	90.78%	45.39%
			001-2230-521-2300	LIFE AND HEALTH INSURANCE	471,712	3,541	185,141	286,570	370,283	78.50%	39.25%
			001-2230-521-2400	WORKER'S COMPENSATION	18,423	2,694	18,423	-	36,846	200.00%	100.00%
			001-2230-521-3100	PROFESSIONAL SERVICES	11,000	-	1,015	9,985	2,031	18.46%	9.23%
			001-2230-521-4000	TRAVEL & PER DIEM	15,000	720	1,253	13,747	15,000	100.00%	8.35%
			001-2230-521-4100	COMMUNICATIONS SERVICES	16,280	-	1,110	15,170	2,220	13.63%	6.82%
			001-2230-521-4400	RENTAL AND LEASES	10,000	-	-	10,000	10,000	100.00%	0.00%
			001-2230-521-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	107,250	-	7,250	100,000	97,605	91.01%	6.76%
			001-2230-521-4650	VEHICLE MAINTENANCE	65,000	6,755	37,320	27,680	65,000	100.00%	57.41%
			001-2230-521-4700	PRINTING SERVICES	1,000	-	-	1,000	1,000	100.00%	0.00%
			001-2230-521-4902	LEGAL ADVERTISING	500	-	30	470	60	11.90%	5.95%
			001-2230-521-5100	OFFICE SUPPLIES	6,000	-	-	6,000	6,000	100.00%	0.00%
			001-2230-521-5200	OPERATING SUPPLIES	65,950	3,602	10,295	55,655	20,591	31.22%	15.61%
			001-2230-521-5250	FUEL AND GASOLINE	70,000	5,487	29,120	40,880	58,240	83.20%	41.60%
			001-2230-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	2,700	138	971	1,729	1,942	71.92%	35.96%
			001-2230-521-5500	TRAINING	22,000	250	11,138	10,862	22,000	100.00%	50.63%
			001-2230-521-6400	EQUIPMENT AND MACHINERY	419,340	52,675	52,675	366,666	419,340	100.00%	12.56%
			001-2230-521-6800	INTANGIBLE ASSETS	23,100	-	20,246	2,854	23,100	100.00%	87.65%
		2230 POLICE SUPPORT SERVICES Total			**4,926,502**	**321,395**	**2,133,059**	**2,793,443**	**4,673,693**	**94.87%**	**43.30%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	2235	001-2235-521-1300	OTHER SALARIES AND WAGES	208,000	13,253	93,989	114,011	187,977	90.37%	45.19%
			001-2235-521-2100	FICA TAXES - CITY MATCHING	15,912	1,014	7,190	8,722	14,381	90.38%	45.19%
			001-2235-521-2400	WORKER'S COMPENSATION	8,177	1,855	5,762	2,415	11,524	140.94%	70.47%
			001-2235-521-5200	OPERATING SUPPLIES	4,400	533	1,277	3,123	4,400	100.00%	29.03%
		2235 CROSSING GUARDS PARK RANGERS Total			**236,489**	**16,655**	**108,219**	**128,270**	**218,282**	**92.30%**	**45.76%**
		2250	001-2250-519-1200	REGULAR SALARIES AND WAGES	1,613,511	113,319	722,801	890,710	1,445,602	89.59%	44.80%
			001-2250-519-1210	LONGEVITY PAY	3,219	-	-	3,219	3,219	100.00%	0.00%
			001-2250-519-1225	PROFICIENCY PAY	4,500	231	1,426	3,074	2,852	63.37%	31.68%
			001-2250-519-1400	OVERTIME PAY	303,796	30,013	174,464	129,332	348,927	114.86%	57.43%
			001-2250-519-2100	FICA TAXES - CITY MATCHING	146,718	10,387	65,443	81,275	130,886	89.21%	44.60%
			001-2250-519-2200	CITY RETIREMENT CONTRIBUTION	268,011	18,858	119,448	148,563	238,896	89.14%	44.57%
			001-2250-519-2300	LIFE AND HEALTH INSURANCE	468,362	3,699	137,380	330,982	274,760	58.66%	29.33%
			001-2250-519-2400	WORKER'S COMPENSATION	672	152	473	199	946	140.85%	70.42%
			001-2250-519-3100	PROFESSIONAL SERVICES	8,250	-	2,250	6,000	4,500	54.55%	27.27%
			001-2250-519-3400	OTHER CONTRACTUAL SERVICES	64,300	-	9,827	54,473	19,654	30.57%	15.28%
			001-2250-519-4000	TRAVEL & PER DIEM	5,500	376	376	5,124	5,500	100.00%	6.84%
			001-2250-519-4100	COMMUNICATIONS SERVICES	13,000	-	-	13,000	13,000	100.00%	0.00%
			001-2250-519-4300	UTILITY SERVICES	56,750	2,162	9,630	47,120	39,039	68.79%	16.97%
			001-2250-519-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	10,000	-	248	9,752	496	4.96%	2.48%
			001-2250-519-5100	OFFICE SUPPLIES	7,000	-	-	7,000	-	0.00%	0.00%
			001-2250-519-5200	OPERATING SUPPLIES	38,800	525	2,402	36,398	4,805	12.38%	6.19%
			001-2250-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	4,000	-	-	4,000	-	0.00%	0.00%
			001-2250-519-5500	TRAINING	20,400	-	2,900	17,500	5,800	28.43%	14.22%
			001-2250-519-6400	EQUIPMENT AND MACHINERY	7,500	-	7,185	315	7,500	100.00%	95.80%
		2250 DISPATCH Total			**3,044,289**	**179,722**	**1,256,253**	**1,788,036**	**2,546,381**	**83.64%**	**41.27%**
		2240	001-2240-521-1200	REGULAR SALARIES AND WAGES	2,002,470	151,982	845,050	1,157,420	1,690,100	84.40%	42.20%
			001-2240-521-1210	LONGEVITY PAY	6,303	-	-	6,303	6,303	100.00%	0.00%
			001-2240-521-1225	PROFICIENCY PAY	13,999	-	-	13,999	-	0.00%	0.00%
			001-2240-521-1400	OVERTIME PAY	79,410	2,561	16,771	62,638	33,542	42.24%	21.12%
			001-2240-521-1500	SPECIAL PAY	14,523	-	-	14,523	-	0.00%	0.00%
			001-2240-521-1600	OTHER REIMBURSED ALLOWANCES	1,480	-	-	1,480	-	0.00%	0.00%
			001-2240-521-2100	FICA TAXES - CITY MATCHING	152,036	11,147	62,461	89,575	124,922	82.17%	41.08%
			001-2240-521-2200	CITY RETIREMENT CONTRIBUTION	398,529	27,460	153,445	245,084	306,890	77.01%	38.50%
			001-2240-521-2300	LIFE AND HEALTH INSURANCE	326,375	3,047	144,546	181,830	289,092	88.58%	44.29%
			001-2240-521-2400	WORKER'S COMPENSATION	15,710	4,772	4,772	10,939	15,710	100.00%	30.37%
			001-2240-521-3100	PROFESSIONAL SERVICES	9,200	-	367	8,833	734	7.98%	3.99%
			001-2240-521-3400	OTHER CONTRACTUAL SERVICES	1,900	136	646	1,254	1,292	68.00%	34.00%
			001-2240-521-4000	TRAVEL & PER DIEM	2,000	-	-	2,000	-	0.00%	0.00%
			001-2240-521-4600	REPAIRS AND MAINTENANCE SERVICES	5,250	-	-	5,250	-	0.00%	0.00%
			001-2240-521-4650	VEHICLE MAINTENANCE	20,000	-	-	20,000	-	0.00%	0.00%

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	2240	001-2240-521-4900	OTHER CURRENT CHARGES	2,000	-	-	2,000	-	0.00%	0.00%
			001-2240-521-4902	LEGAL ADVERTISING	500	-	-	500	-	0.00%	0.00%
			001-2240-521-5100	OFFICE SUPPLIES	1,000	-	-	1,000	-	0.00%	0.00%
			001-2240-521-5200	OPERATING SUPPLIES	202,750	2,822	2,822	199,928	2,822	1.39%	1.39%
			001-2240-521-5250	FUEL AND GASOLINE	15,000	-	-	15,000	-	0.00%	0.00%
			001-2240-521-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	900	-	125	775	125	13.89%	13.89%
			001-2240-521-5500	TRAINING	4,500	-	-	4,500	-	0.00%	0.00%
			001-2240-521-6400	EQUIPMENT & MACHINERY	115,000	14,874	14,874	100,126	47,540	41.34%	12.93%
		2240 CODE ENFORCEMENT & SRO OFFICER Total			**3,390,835**	**218,801**	**1,245,878**	**2,144,957**	**2,519,071**	**74.29%**	**36.74%**
		3310	001-3310-519-1200	REGULAR SALARIES AND WAGES	1,056,025	71,089	410,697	645,328	821,394	77.78%	38.89%
			001-3310-519-1210	LONGEVITY PAY	2,630	-	-	2,630	2,630	100.00%	0.00%
			001-3310-519-1400	OVERTIME PAY	38,342	4,496	22,206	16,136	44,412	115.83%	57.91%
			001-3310-519-1600	OTHER REIMBURSED ALLOWANCES	480	37	229	251	458	95.38%	47.69%
			001-3310-519-2100	FICA TAXES - CITY MATCHING	83,769	5,376	31,015	52,754	62,030	74.05%	37.02%
			001-3310-519-2200	CITY RETIREMENT CONTRIBUTION	157,310	10,557	62,959	94,351	125,918	80.04%	40.02%
			001-3310-519-2300	LIFE AND HEALTH INSURANCE	310,031	2,143	92,774	217,257	185,549	59.85%	29.92%
			001-3310-519-2400	WORKER'S COMPENSATION	6,712	1,164	3,617	3,095	7,233	107.76%	53.88%
			001-3310-519-3400	OTHER CONTRACTUAL SERVICES	2,750	-	-	2,750	2,750	100.00%	0.00%
			001-3310-519-4000	TRAVEL & PER DIEM	6,700	28	220	6,480	440	6.57%	3.29%
			001-3310-519-4200	FREIGHT & POSTAGE SERVICES	100	-	-	100	100	100.00%	0.00%
			001-3310-519-4300	UTILITY SERVICES	12,000	899	5,689	6,311	16,377	136.47%	47.41%
			001-3310-519-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	159,000	2,308	33,681	125,319	67,362	42.37%	21.18%
			001-3310-519-4650	VEHICLE MAINTENANCE	12,000	4,941	13,901	(1,901)	27,801	231.68%	115.84%
			001-3310-519-5100	OFFICE SUPPLIES	3,000	980	1,154	1,846	3,000	100.00%	38.46%
			001-3310-519-5200	OPERATING SUPPLIES	72,830	864	7,484	65,346	14,969	20.55%	10.28%
			001-3310-519-5250	FUEL AND GASOLINE	9,134	475	3,199	5,935	6,398	70.05%	35.03%
			001-3310-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,250	-	-	1,250	1,250	100.00%	0.00%
			001-3310-519-5500	TRAINING	5,000	-	-	5,000	5,000	100.00%	0.00%
			001-3310-519-6400	EQUIPMENT AND MACHINERY	197,500	-	102,588	94,912	197,500	100.00%	51.94%
		3310 FLEET MAINTENANCE Total			**2,136,563**	**105,355**	**791,413**	**1,345,150**	**1,592,571**	**74.54%**	**37.04%**
		3512	001-3512-539-1200	REGULAR SALARIES AND WAGES	109,525	6,904	43,160	66,365	86,321	78.81%	39.41%
			001-3512-539-1210	LONGEVITY PAY	573	-	-	573	573	100.00%	0.00%
			001-3512-539-1400	OVERTIME PAY	2,127	-	532	1,595	1,064	50.00%	25.00%
			001-3512-539-2100	FICA TAXES - CITY MATCHING	8,585	522	3,310	5,274	6,620	77.12%	38.56%
			001-3512-539-2200	CITY RETIREMENT CONTRIBUTION	15,667	964	6,389	9,278	12,777	81.55%	40.78%
			001-3512-539-2300	LIFE AND HEALTH INSURANCE	27,697	251	10,358	17,339	20,717	74.80%	37.40%
			001-3512-539-2400	WORKER'S COMPENSATION	2,145	486	1,511	634	3,023	140.92%	70.46%
			001-3512-539-4300	UTILITY SERVICES	-	177	1,478	(1,478)	1,530	0.00%	0.00%
			001-3512-539-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	29,000	-	-	29,000	29,000	100.00%	0.00%
			001-3512-539-4650	VEHICLE MAINTENANCE	4,000	-	2,623	1,377	4,000	100.00%	65.57%

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Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	3512	001-3512-539-5200	OPERATING SUPPLIES	14,004	250	1,711	12,293	3,422	24.44%	12.22%
			001-3512-539-5250	FUEL AND GASOLINE	5,000	230	1,811	3,189	3,623	72.45%	36.23%
			001-3512-539-6200	BUILDINGS	554,382	-	-	554,382	554,382	100.00%	0.00%
			001-3512-539-6300	INFRASTRUCTURE	260,323	-	-	260,323	260,323	100.00%	0.00%
		3512 CEMETERY Total			**1,033,028**	**9,784**	**72,884**	**960,144**	**987,373**	**95.58%**	**7.06%**
		3513	001-3513-572-4300	UTILITY SERVICES	-	1,788	15,458	(15,458)	12,752	0.00%	0.00%
		3513 GROUNDS MAINTENANCE Total			**-**	**1,788**	**15,458**	**(15,458)**	**12,752**	**0.00%**	**0.00%**
		3514	001-3514-572-1200	REGULAR SALARIES AND WAGES	887,695	66,764	403,603	484,092	807,206	90.93%	45.47%
			001-3514-572-1210	LONGEVITY PAY	2,661	-	-	2,661	2,661	100.00%	0.00%
			001-3514-572-1400	OVERTIME PAY	68,572	6,726	26,857	41,715	53,714	78.33%	39.17%
			001-3514-572-1600	OTHER REIMBURSED ALLOWANCES	480	37	229	251	458	95.38%	47.69%
			001-3514-572-2100	FICA TAXES - CITY MATCHING	73,394	5,348	31,479	41,916	62,957	85.78%	42.89%
			001-3514-572-2200	CITY RETIREMENT CONTRIBUTION	131,421	10,063	62,142	69,279	124,284	94.57%	47.28%
			001-3514-572-2300	LIFE AND HEALTH INSURANCE	296,444	2,526	110,174	186,271	220,347	74.33%	37.17%
			001-3514-572-2400	WORKER'S COMPENSATION	7,470	1,644	5,107	2,363	10,214	136.74%	68.37%
			001-3514-572-3100	PROFESSIONAL SERVICES	30,000	-	-	30,000	30,000	100.00%	0.00%
			001-3514-572-3400	OTHER CONTRACTUAL SERVICES	1,004,500	64,494	332,898	671,602	665,796	66.28%	33.14%
			001-3514-572-4000	TRAVEL & PER DIEM	300	-	221	79	300	100.00%	73.78%
			001-3514-572-4200	FREIGHT & POSTAGE SERVICES	100	-	-	100	100	100.00%	0.00%
			001-3514-572-4300	UTILITY SERVICES	500,000	28,774	142,850	357,150	390,304	78.06%	28.57%
			001-3514-572-4400	RENTALS AND LEASES	5,000	-	2,804	2,196	5,000	100.00%	56.08%
			001-3514-572-4600	REPAIRS AND MAINTENANCE SERVICES	212,868	6,065	9,923	202,945	212,868	100.00%	4.66%
			001-3514-572-4650	VEHICLE MAINTENANCE	120,000	8,362	25,900	94,100	120,000	100.00%	21.58%
			001-3514-572-5200	OPERATING SUPPLIES	492,810	43,534	92,955	399,855	492,810	100.00%	18.86%
			001-3514-572-5216	TREE BANKS EXPENDITURE	500,000	-	-	500,000	500,000	100.00%	0.00%
			001-3514-572-5250	FUEL AND GASOLINE	60,000	1,167	15,614	44,386	60,000	100.00%	26.02%
			001-3514-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,560	-	-	1,560	1,560	100.00%	0.00%
			001-3514-572-5500	TRAINING	4,000	-	1,224	2,776	4,000	100.00%	30.61%
			001-3514-572-6200	BUILDINGS	388,679	-	-	388,679	388,679	100.00%	0.00%
			001-3514-572-6300	INFRASTRUCTURE	649,663	-	128,164	521,499	128,164	19.73%	19.73%
			001-3514-572-6400	EQUIPMENT & MACHINERY	211,240	-	-	211,240	211,240	100.00%	0.00%
		3514 RECREATION ATHLETIC COMPLEXES Total			**5,648,858**	**245,502**	**1,392,145**	**4,256,714**	**4,492,664**	**79.53%**	**24.64%**
		3612	001-3612-572-1200	REGULAR SALARIES AND WAGES	1,976,652	82,410	471,000	1,505,652	942,000	47.66%	23.83%
			001-3612-572-1210	LONGEVITY PAY	1,950	-	-	1,950	1,950	100.00%	0.00%
			001-3612-572-1300	OTHER SALARIES AND WAGES	331,315	25,207	135,419	195,896	270,838	81.75%	40.87%
			001-3612-572-1400	OVERTIME PAY	14,069	558	4,479	9,590	8,958	63.67%	31.84%
			001-3612-572-1600	OTHER REIMBURSED ALLOWANCES	2,400	185	1,145	1,255	2,289	95.38%	47.69%
			001-3612-572-2100	FICA TAXES - CITY MATCHING	174,243	8,048	45,852	128,391	91,704	52.63%	26.31%
			001-3612-572-2200	CITY RETIREMENT CONTRIBUTION	205,130	11,238	68,440	136,690	136,881	66.73%	33.36%

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Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	3612	001-3612-572-2300	LIFE AND HEALTH INSURANCE	399,872	3,021	87,986	311,886	175,973	44.01%	22.00%
			001-3612-572-2400	WORKER'S COMPENSATION	19,654	2,340	7,270	12,384	14,541	73.98%	36.99%
			001-3612-572-3400	OTHER CONTRACTUAL SERVICES	222,620	10,733	58,107	164,514	116,213	52.20%	26.10%
			001-3612-572-4000	TRAVEL & PER DIEM	2,000	-	8	1,992	16	0.80%	0.40%
			001-3612-572-4200	FREIGHT & POSTAGE SERVICES	600	-	46	554	91	15.22%	7.61%
			001-3612-572-4400	RENTALS AND LEASES	59,000	255	1,927	57,073	3,853	6.53%	3.27%
			001-3612-572-4600	REPAIRS & MAINT. - BLDG.& EQUIPMENT	38,000	93	1,096	36,904	2,191	5.77%	2.88%
			001-3612-572-4650	VEHICLE MAINTENANCE	13,000	149	7,186	5,814	13,000	100.00%	55.28%
			001-3612-572-4700	PRINTING SERVICES	18,000	-	1,232	16,768	2,464	13.69%	6.84%
			001-3612-572-4800	PROMOTIONAL ADVERTISEMENT	29,000	3,500	5,332	23,668	10,664	36.77%	18.39%
			001-3612-572-5100	OFFICE SUPPLIES	10,500	-	295	10,205	589	5.61%	2.81%
			001-3612-572-5200	OPERATING SUPPLIES	324,082	26,018	67,475	256,607	134,950	41.64%	20.82%
			001-3612-572-5201	AMPHITHEATER EVENTS	412,000	2,000	161,324	250,676	322,647	78.31%	39.16%
			001-3612-572-5203	COMMUNITY EVENTS	213,500	6,809	29,421	184,079	58,842	27.56%	13.78%
			001-3612-572-5206	RECREATION SCHOLARSHIPS - ADVENT HEALTH	15,000	-	-	15,000	15,000	100.00%	0.00%
			001-3612-572-5250	FUEL AND GASOLINE	5,000	399	2,435	2,565	4,870	97.40%	48.70%
			001-3612-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	7,910	-	1,209	6,701	2,418	30.57%	15.28%
			001-3612-572-5500	TRAINING	7,200	-	105	7,095	7,200	100.00%	1.46%
			001-3612-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	565,079	2,132	2,132	562,947	565,079	100.00%	0.38%
			001-3612-572-6400	EQUIPMENT AND MACHINERY	58,180	-	1,102	57,078	58,180	100.00%	1.89%
		3612 RECREATION ATHLETICS Total			**5,125,956**	**185,093**	**1,162,021**	**3,963,935**	**2,963,402**	**57.81%**	**22.67%**
		3614	001-3614-572-1200	REGULAR SALARIES AND WAGES	87,360	7,736	40,947	46,413	81,895	93.74%	46.87%
			001-3614-572-1210	LONGEVITY PAY	400	-	-	400	400	100.00%	0.00%
			001-3614-572-1300	OTHER SALARIES AND WAGES	155,378	-	-	155,378	155,378	100.00%	0.00%
			001-3614-572-1400	OVERTIME PAY	6,250	173	541	5,709	1,082	17.32%	8.66%
			001-3614-572-2100	FICA TAXES - CITY MATCHING	21,851	598	3,130	18,721	6,260	28.65%	14.32%
			001-3614-572-2200	CITY RETIREMENT CONTRIBUTION	12,353	927	5,213	7,140	10,426	84.40%	42.20%
			001-3614-572-2300	LIFE AND HEALTH INSURANCE	23,889	125	10,319	13,570	20,638	86.39%	43.20%
			001-3614-572-2400	WORKER'S COMPENSATION	5,665	1,285	3,992	1,673	7,985	140.95%	70.47%
			001-3614-572-3400	OTHER CONTRACTUAL SERVICES	205,000	4,481	26,660	178,340	53,321	26.01%	13.01%
			001-3614-572-4000	TRAVEL & PER DIEM	250	-	-	250	250	100.00%	0.00%
			001-3614-572-4200	FREIGHT & POSTAGE SERVICES	100	-	-	100	100	100.00%	0.00%
			001-3614-572-4300	UTILITY SERVICES	48,000	3,351	13,284	34,716	45,917	95.66%	27.67%
			001-3614-572-4400	RENTALS AND LEASES	5,500	-	-	5,500	-	0.00%	0.00%
			001-3614-572-4600	REPAIR & MAINT.-BLDG. & EQUIP.	48,500	26	3,875	44,625	7,750	15.98%	7.99%
			001-3614-572-4650	VEHICLE MAINTENANCE	4,000	-	-	4,000	-	0.00%	0.00%
			001-3614-572-4700	PRINTING SERVICES	10,000	-	-	10,000	-	0.00%	0.00%
			001-3614-572-4800	PROMOTIONAL ADVERTISEMENT	5,500	-	-	5,500	-	0.00%	0.00%
			001-3614-572-5100	OFFICE SUPPLIES	3,000	-	-	3,000	-	0.00%	0.00%
			001-3614-572-5200	OPERATING SUPPLIES	95,915	-	7,172	88,743	14,345	14.96%	7.48%
			001-3614-572-5250	FUEL AND GASOLINE	3,000	-	-	3,000	-	0.00%	0.00%

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Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	3614	001-3614-572-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	4,565	-	-	4,565	-	0.00%	0.00%
			001-3614-572-5500	TRAINING	10,800	-	-	10,800	-	0.00%	0.00%
			001-3614-572-6200	BUILDINGS	277,279	33,415	33,415	243,864	277,279	100.00%	12.05%
			001-3614-572-6300	IMPROVEMENTS OTHER THAN BUILDINGS	155,900	-	-	155,900	155,900	100.00%	0.00%
			001-3614-572-6400	EQUIPMENT & MACHINERY	8,730	3,500	3,500	5,230	8,730	100.00%	40.10%
		3614 RECREATION - ACTIVITIES AND CIVIC EVENTS Total			**1,199,185**	**55,617**	**152,050**	**1,047,135**	**847,656**	**70.69%**	**12.68%**
		4020	001-4020-515-1200	REGULAR SALARIES AND WAGES	910,751	40,551	314,072	596,679	628,145	68.97%	34.48%
			001-4020-515-1210	LONGEVITY PAY	1,110	-	-	1,110	1,110	100.00%	0.00%
			001-4020-515-1400	OVERTIME PAY	1,000	27	405	595	810	81.01%	40.51%
			001-4020-515-2100	FICA TAXES - CITY MATCHING	61,500	2,847	22,579	38,921	45,157	73.43%	36.71%
			001-4020-515-2200	CITY RETIREMENT CONTRIBUTION	120,418	5,665	36,535	83,883	73,070	60.68%	30.34%
			001-4020-515-2300	LIFE AND HEALTH INSURANCE	168,395	1,398	52,764	115,631	105,529	62.67%	31.33%
			001-4020-515-2400	WORKER'S COMPENSATION	2,905	405	1,258	1,647	2,517	86.63%	43.32%
			001-4020-515-3400	OTHER CONTRACTUAL SERVICES	706,000	6,015	79,410	626,590	158,820	22.50%	11.25%
			001-4020-515-4000	TRAVEL & PER DIEM	6,750	-	-	6,750	6,750	100.00%	0.00%
			001-4020-515-4100	COMMUNICATIONS SERVICES	3,700	-	-	3,700	3,700	100.00%	0.00%
			001-4020-515-4200	FREIGHT & POSTAGE SERVICES	7,620	185	1,225	6,395	2,449	32.14%	16.07%
			001-4020-515-4400	RENTALS AND LEASES	9,000	-	-	9,000	9,000	100.00%	0.00%
			001-4020-515-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	4,000	124	618	3,382	1,236	30.89%	15.44%
			001-4020-515-4650	VEHICLE MAINTENANCE	1,500	85	718	782	1,500	100.00%	47.84%
			001-4020-515-4700	PRINTING SERVICES	4,400	-	-	4,400	4,400	100.00%	0.00%
			001-4020-515-4902	LEGAL ADVERTISING	50,000	477	7,097	42,904	14,193	28.39%	14.19%
			001-4020-515-5100	OFFICE SUPPLIES	12,000	187	1,018	10,982	2,037	16.97%	8.49%
			001-4020-515-5200	OPERATING SUPPLIES	8,450	-	-	8,450	8,450	100.00%	0.00%
			001-4020-515-5250	FUEL AND GASOLINE	498	-	44	454	88	17.60%	8.80%
			001-4020-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	38,350	1,019	1,919	36,431	3,838	10.01%	5.00%
			001-4020-515-5500	TRAINING	13,150	944	944	12,206	6,575	50.00%	7.18%
			001-4020-515-6800	INTANGIBLE ASSETS	35,001	-	-	35,001	-	0.00%	0.00%
		4020 COMMUNITY DEVELOPMENT Total			**2,166,499**	**59,928**	**520,605**	**1,645,893**	**1,079,372**	**49.82%**	**24.03%**
		4021	001-4021-524-1200	REGULAR SALARIES AND WAGES	872,317	54,080	309,144	563,173	618,288	70.88%	35.44%
			001-4021-524-1210	LONGEVITY PAY	1,643	-	-	1,643	1,643	100.00%	0.00%
			001-4021-524-1400	OVERTIME PAY	4,000	85	212	3,788	424	10.60%	5.30%
			001-4021-524-1600	OTHER REIMBURSED ALLOWANCES	480	-	-	480	-	0.00%	0.00%
			001-4021-524-2100	FICA TAXES - CITY MATCHING	66,252	4,001	22,842	43,410	45,685	68.96%	34.48%
			001-4021-524-2200	CITY RETIREMENT CONTRIBUTION	114,394	6,648	39,560	74,835	79,119	69.16%	34.58%
			001-4021-524-2300	LIFE AND HEALTH INSURANCE	177,207	1,636	58,200	119,007	116,400	65.69%	32.84%
			001-4021-524-2400	WORKERS' COMPENSATION	5,021	1,139	3,538	1,483	7,077	140.95%	70.47%
			001-4021-524-4000	TRAVEL AND PER DIEM	4,600	-	-	4,600	4,600	100.00%	0.00%
			001-4021-524-4200	FREIGHT & POSTAGE SERVICES	200	-	2	198	5	2.35%	1.18%
			001-4021-524-4400	RENTALS AND LEASES	5,000	-	-	5,000	5,000	100.00%	0.00%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	4021	001-4021-524-4600	REPAIR & MAINT.-BLDG & EQUIP	2,000	71	236	1,764	473	23.64%	11.82%
			001-4021-524-4650	VEHICLE MAINTENANCE	7,000	-	1,310	5,690	2,619	37.42%	18.71%
			001-4021-524-4700	PRINTING SERVICES	350	-	-	350	350	100.00%	0.00%
			001-4021-524-5100	OFFICE SUPPLIES	5,000	52	605	4,395	1,211	24.21%	12.11%
			001-4021-524-5200	OPERATING SUPPLIES	4,415	-	-	4,415	4,415	100.00%	0.00%
			001-4021-524-5250	FUEL AND GASOLINE	12,500	523	2,268	10,232	4,536	36.29%	18.14%
			001-4021-524-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	4,400	414	3,663	737	4,400	100.00%	83.25%
			001-4021-524-5500	TRAINING	16,950	100	474	16,476	948	5.59%	2.80%
			001-4021-524-6400	MACHINERY AND EQUIPMENT	252,747	-	-	252,747	252,747	100.00%	0.00%
		4021 BUILDING INSPECTIONS Total			**1,556,476**	**68,748**	**442,055**	**1,114,421**	**1,149,938**	**73.88%**	**28.40%**
		4022	001-4022-515-1200	REGULAR SALARIES AND WAGES	134,482	-	19,247	115,235	38,495	28.62%	14.31%
			001-4022-515-1210	LONGEVITY PAY	22	-	-	22	22	100.00%	0.00%
			001-4022-515-2100	FICA TAXES - CITY MATCHING	7,961	-	1,404	6,557	2,808	35.27%	17.64%
			001-4022-515-2200	CITY RETIREMENT CONTRIBU	18,777	-	2,751	16,026	5,501	29.30%	14.65%
			001-4022-515-2300	LIFE AND HEALTH INSURANCE	14,520	125	3,018	11,502	6,035	41.56%	20.78%
			001-4022-515-2400	WORKER'S COMPENSATION	37	9	27	10	55	147.78%	73.89%
			001-4022-515-3100	PROFESSIONAL SERVICES	72,970	-	-	72,970	72,970	100.00%	0.00%
			001-4022-515-3400	OTHER CONTRACTUAL SERVICES	27,417	-	-	27,417	27,417	100.00%	0.00%
			001-4022-515-4000	TRAVEL & PER DIEM	3,000	-	876	2,124	1,752	58.42%	29.21%
			001-4022-515-5200	OPERATING SUPPLIES	900	-	-	900	900	100.00%	0.00%
			001-4022-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	17,000	-	-	17,000	17,000	100.00%	0.00%
			001-4022-515-5500	TRAINING	4,525	-	-	4,525	4,525	100.00%	0.00%
		4022 ECONOMIC DEVELOPMENT Total			**301,611**	**134**	**27,323**	**274,288**	**177,481**	**58.84%**	**9.06%**
		5110	001-5110-519-1200	REGULAR SALARIES AND WAGES	967,692	72,395	440,817	526,875	881,634	91.11%	45.55%
			001-5110-519-1210	LONGEVITY PAY	1,840	-	-	1,840	1,840	100.00%	0.00%
			001-5110-519-1400	OVERTIME PAY	7,500	307	1,796	5,704	3,592	47.89%	23.95%
			001-5110-519-1600	OTHER REIMBURSED ALLOWANCES	480	37	229	251	458	95.38%	47.69%
			001-5110-519-2100	FICA TAXES - CITY MATCHING	68,420	5,261	32,031	36,389	64,063	93.63%	46.82%
			001-5110-519-2200	CITY RETIREMENT CONTRIBUTION	136,461	10,159	64,794	71,667	129,589	94.96%	47.48%
			001-5110-519-2300	LIFE AND HEALTH INSURANCE	197,238	1,385	70,836	126,402	141,672	71.83%	35.91%
			001-5110-519-2400	WORKERS' COMPENSATION	261	59	184	77	368	141.03%	70.51%
			001-5110-519-3400	OTHER CONTRACTUAL SERVICES	515,100	215	266,852	248,248	515,100	100.00%	51.81%
			001-5110-519-4100	COMMUNICATIONS SERVICES	269,580	16,430	99,784	169,796	199,567	74.03%	37.01%
			001-5110-519-4200	FREIGHT & POSTAGE SERVICES	400	-	-	400	400	100.00%	0.00%
			001-5110-519-4600	REPAIR & MAINT.-BLDG & EQUIP	1,689,602	38,865	893,816	795,787	1,689,602	100.00%	52.90%
			001-5110-519-4650	VEHICLE MAINTENANCE	500	-	397	103	500	100.00%	79.35%
			001-5110-519-5100	OFFICE SUPPLIES	3,000	319	319	2,681	3,000	100.00%	10.63%
			001-5110-519-5200	OPERATING SUPPLIES	68,220	3,128	18,402	49,818	36,803	53.95%	26.97%
			001-5110-519-5250	FUEL AND GASOLINE	1,000	-	150	850	300	29.97%	14.99%
			001-5110-519-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	900	-	300	600	900	100.00%	33.33%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
001	Expenditure	5110	001-5110-519-5500	TRAINING	6,000	-	750	5,250	6,000	100.00%	12.50%
			001-5110-519-6300	INFRASTRUCTURE	100,000	-	-	100,000	100,000	100.00%	0.00%
			001-5110-519-6400	MACHINERY AND EQUIPMENT	883,735	442,354	608,856	274,879	883,735	100.00%	68.90%
			001-5110-519-6800	INTANGIBLE ASSETS	144,728	-	68,218	76,510	144,728	100.00%	47.14%
		5110 INFORMATION TECHNOLOGY Total			**5,062,656**	**590,913**	**2,568,529**	**2,494,127**	**4,803,849**	**94.89%**	**50.73%**
		9011	001-9011-581-9110	TRANSFER TO FIRE IMPACT FEE FUND	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9111	TRANSFER TO STREETS IMPROV. FUND	5,295,111	446,350	2,617,009	2,678,102	5,295,111	100.00%	49.42%
			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	613	-	-	613	613	100.00%	0.00%
			001-9011-581-9141	TRANS TO WATER & SEWER FUND	30,933	-	-	30,933	30,933	100.00%	0.00%
			001-9011-581-9142	TRANSFER TO SANITATION FUND	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9150	TRANSFER TO GRANT FUND	-	(1,084,806)	-	-	-	0.00%	0.00%
			001-9011-581-9170	TRANSFER TO SPECIAL ASSESSMENT	-	-	-	-	-	0.00%	0.00%
			001-9011-581-9610	TRANSFER TO COMM DEV AGENCY FUND	-	-	-	-	-	0.00%	0.00%
			001-9011-590-7183	CNG REVENUE NOTE 2014 - PRINCIPAL	-	-	-	-	-	0.00%	0.00%
			001-9011-590-7189	MOTOROLA - TOWER LEASE	287,629	-	287,629	0	287,629	100.00%	100.00%
			001-9011-590-7193	ZION BANK - 2018	263,000	-	132,000	131,000	263,000	100.00%	50.19%
			001-9011-590-7283	CNG REVENUE NOTE 2014 - INTEREST	-	-	-	-	-	0.00%	0.00%
			001-9011-590-7289	MOTOROLA - TOWER LEASE (INTEREST)	16,440	-	16,440	0	16,440	100.00%	100.00%
			001-9011-590-7293	ZION BANK - 2018 INTEREST	5,713	-	3,803	1,910	5,713	100.00%	66.57%
		9011 TRANSFERS Total			**5,899,439**	**(638,455)**	**3,056,881**	**2,842,558**	**5,899,438**	**100.00%**	**51.82%**
		9999	001-9999-999-4650	NON-INVENTORY PARTS REPAIR	-	2,106	7,758	(7,758)	-	0.00%	0.00%
			001-9999-999-4652	NON-INVENTORY FLUIDS	-	-	1,010	(1,010)	-	0.00%	0.00%
		9999 Inventory Total			**-**	**2,106**	**8,768**	**(8,768)**	**-**	**0.00%**	**0.00%**
	Expenditure Total				**107,905,094**	**6,576,622**	**38,903,426**	**69,001,668**	**87,645,788**	**81.22%**	**36.05%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
101	Revenue				8,237,967	632,729	3,628,002	(4,609,965)	7,708,570	93.57%	44.04%
	Revenue Total				8,237,967	632,729	3,628,002	(4,609,965)	7,708,570	93.57%	44.04%
	Expenditure	3412	101-3412-541-1200	REGULAR SALARIES AND WAGES	661,010	50,544	318,965	342,045	637,930	96.51%	48.25%
			101-3412-541-1210	LONGEVITY PAY	1,473	-	-	1,473	1,840	124.88%	0.00%
			101-3412-541-1400	OVERTIME PAY	37,532	5,263	41,468	(3,936)	82,936	220.97%	110.49%
			101-3412-541-1600	OTHER REIMBURSED ALLOWANCES	480	37	229	251	458	95.38%	47.69%
			101-3412-541-2100	FICA TAXES - CITY MATCHING	53,158	4,020	26,159	26,999	52,317	98.42%	49.21%
			101-3412-541-2200	CITY RETIREMENT CONTRIBUTION	97,004	7,796	51,722	45,282	103,444	106.64%	53.32%
			101-3412-541-2300	LIFE AND HEALTH INSURANCE	212,877	1,517	85,178	127,699	170,356	80.03%	40.01%
			101-3412-541-2400	WORKER'S COMPENSATION	8,776	1,904	5,916	2,860	11,832	134.82%	67.41%
			101-3412-541-3100	PROFESSIONAL SERVICES	9,000	-	-	9,000	5,000	55.56%	0.00%
			101-3412-541-3400	OTHER CONTRACTUAL SERVICES	619,528	27,366	257,475	362,053	514,950	83.12%	41.56%
			101-3412-541-4000	TRAVEL & PER DIEM	1,400	129	704	696	1,400	100.00%	50.30%
			101-3412-541-4200	FREIGHT & POSTAGE SERVICES	300	-	-	300	300	100.00%	0.00%
			101-3412-541-4300	UTILITY SERVICES	138,400	3,547	19,765	118,635	52,225	37.73%	14.28%
			101-3412-541-4310	UTILITY SERVICES - STREET LIGHTS	2,000,976	121,091	540,453	1,460,523	1,654,563	82.69%	27.01%
			101-3412-541-4311	FDOT STREET LIGHTS	113,131	-	2,937	110,195	113,131	100.00%	2.60%
			101-3412-541-4400	RENTAL AND LEASES	80,500	560	49,959	30,541	80,500	100.00%	62.06%
			101-3412-541-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	523,825	20,808	88,939	434,886	446,963	85.33%	16.98%
			101-3412-541-4609	FDOT SIGNALS & EQUIPMENT	61,909	-	-	61,909	61,909	100.00%	0.00%
			101-3412-541-4612	STREET STRIPPING	75,000	-	-	75,000	75,000	100.00%	0.00%
			101-3412-541-4650	VEHICLE MAINTENANCE	71,300	5,861	20,901	50,399	41,803	58.63%	29.31%
			101-3412-541-4700	PRINTING SERVICES	5,000	-	450	4,550	900	18.00%	9.00%
			101-3412-541-4900	OTHER CURRENT CHARGES	27,831	-	5,144	22,687	10,288	36.96%	18.48%
			101-3412-541-4903	TEMPORARY LABOR	10,000	-	-	10,000	10,000	100.00%	0.00%
			101-3412-541-5100	OFFICE SUPPLIES	2,000	-	60	1,940	1,360	67.98%	3.02%
			101-3412-541-5200	OPERATING SUPPLIES	76,296	8,376	40,424	35,872	52,040	68.21%	52.98%
			101-3412-541-5203	SIDEWALK/CURB REPAIRS	832,745	353,428	471,437	361,308	832,745	100.00%	56.61%
			101-3412-541-5204	STREET/STOP SIGN REPLACEMENT PRG	110,000	6,975	28,388	81,612	56,776	51.61%	25.81%
			101-3412-541-5250	FUEL AND GASOLINE	47,223	1,664	11,816	35,407	33,163	70.23%	25.02%
			101-3412-541-5300	ROAD MATERIALS & SUPPLIES	46,000	7,863	15,067	30,933	30,134	65.51%	32.75%
			101-3412-541-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,350	-	-	1,350	350	25.93%	0.00%
			101-3412-541-5500	TRAINING	4,300	1,301	2,358	1,942	4,300	100.00%	54.84%
			101-3412-541-6303	ROADWAY RESURFACING	2,137,643	47,718	1,957,229	180,414	2,041,724	95.51%	91.56%
			101-3412-541-6307	SPEED HUMPS PROGRAM	50,000	-	-	50,000	16,500	33.00%	0.00%
			101-3412-541-6400	EQUIPMENT AND MACHINERY	120,000	4,057	17,045	102,955	101,068	84.22%	14.20%
		3412 STREET MAINTENANCE Total			**8,237,967**	**681,825**	**4,060,189**	**4,177,778**	**7,300,203**	**88.62%**	**49.29%**
		3414	101-3414-541-5250	FUEL AND GASOLINE	-	-	50	(50)	50	0.00%	0.00%
		3414 STREET IMPROVEMENTS Total			**-**	**-**	**50**	**(50)**	**50**	**0.00%**	**0.00%**
	Expenditure Total				8,237,967	681,825	4,060,238	4,177,729	7,300,253	88.62%	49.29%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
102	Revenue				30,907,336	1,537,360	19,288,817	(11,618,520)	25,606,670	82.85%	62.41%
	Revenue Total				30,907,336	1,537,360	19,288,817	(11,618,520)	25,606,670	82.85%	62.41%
	Expenditure	3413	102-3413-541-3100	PROFESSIONAL SERVICES	635,570	7,545	36,588	598,982	242,904	38.22%	5.76%
			102-3413-541-3112	TRAFFIC COUNTS	200,000	-	-	200,000	200,000	100.00%	0.00%
			102-3413-541-6100	LAND	153,202	-	-	153,202	153,202	100.00%	0.00%
			102-3413-541-6300	IMPROVEMENTS OTHER THAN BLDGS.	29,850,265	(272,779)	(295,094)	30,145,359	6,764,916	22.66%	-0.99%
			102-3413-581-9101	TRANSFER TO GENERAL FUND	68,300	5,692	34,150	34,150	68,300	100.00%	50.00%
		3413 TRANSPORTATION IMPACT FEES Total			**30,907,336**	**(259,542)**	**(224,355)**	**31,131,692**	**7,429,322**	**24.04%**	**-0.73%**
	Expenditure Total				30,907,336	(259,542)	(224,355)	31,131,692	7,429,322	24.04%	-0.73%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
103	Revenue				185,000	4,945	25,752	(159,248)	46,734	25.26%	13.92%
	Revenue Total				185,000	4,945	25,752	(159,248)	46,734	25.26%	13.92%
	Expenditure	2291	103-2291-521-4650	VEHICLE MAINTENANCE	6,886	-	-	6,886	-	0.00%	0.00%
			103-2291-521-5200	FED FORFEIT OP SUPPLIES NEW	78,114	-	-	78,114	41,796	53.51%	0.00%
			103-2291-521-6400	FED FORFEIT EQUIP NEW	100,000	-	-	100,000	-	0.00%	0.00%
		2291 LAW ENFORCEMENT TRUST-FEDERAL Total			**185,000**	**-**	**-**	**185,000**	**41,796**	**22.59%**	**0.00%**
	Expenditure Total				185,000	-	-	185,000	41,796	22.59%	0.00%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
104	Revenue				3,831,473	227,704	1,180,577	(2,650,896)	2,947,631	76.93%	30.81%
	Revenue Total				3,831,473	227,704	1,180,577	(2,650,896)	2,947,631	76.93%	30.81%
	Expenditure	3614	104-3614-572-6300	IMPROVEMENTS OTHER THAN BLDGS.	3,831,473	-	(6,638)	3,838,110	1,100,818	28.73%	-0.17%
			104-3614-581-9101	TRANSFER TO GENERAL FUND	-	-	-	-	-	0.00%	0.00%
		3614 RECREATION - ACTIVITIES AND CIVIC EVENTS Total			3,831,473	-	(6,638)	3,838,110	1,100,818	28.73%	-0.17%
	Expenditure Total				3,831,473	-	(6,638)	3,838,110	1,100,818	28.73%	-0.17%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
105	Revenue				150,000	1,698	17,940	(132,060)	24,579	16.39%	11.96%
	Revenue Total				150,000	1,698	17,940	(132,060)	24,579	16.39%	11.96%
	Expenditure	2290	105-2290-521-5200	OPERATING SUPPLIES	50,000	-	-	50,000	-	0.00%	0.00%
			105-2290-521-6400	EQUIPMENT AND MACHINERY	100,000	-	-	100,000	-	0.00%	0.00%
		2290 LAW ENFORCEMENT TRUST-STATE Total			150,000	-	-	150,000	-	0.00%	0.00%
	Expenditure Total				150,000	-	-	150,000	-	0.00%	0.00%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
106	Revenue				160,000	4,994	66,401	(93,599)	116,244	72.65%	41.50%
	Revenue Total				160,000	4,994	66,401	(93,599)	116,244	72.65%	41.50%
	Expenditure	2220	106-2220-521-5200	OPERATING SUPPLIES	50,000	-	-	50,000	-	0.00%	0.00%
			106-2220-521-5203	OP SUPPLIES - DONATIONS	30,000	500	20,839	9,161	20,839	69.46%	69.46%
			106-2220-521-5501	TRAINING - TOWING CID	37,500	1,084	5,079	32,422	5,079	13.54%	13.54%
			106-2220-521-6400	EQUIPMENT AND MACHINERY - K9 Program	40,000	-	-	40,000	-	0.00%	0.00%
			106-2220-521-6401	EQUIPMENT & MACHINERY - TOWING CID	2,500	-	-	2,500	-	0.00%	0.00%
		2220 POLICE FIELD SERVICES Total			**160,000**	**1,584**	**25,918**	**134,082**	**25,918**	**16.20%**	**16.20%**
	Expenditure Total				160,000	1,584	25,918	134,082	25,918	16.20%	16.20%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
110	Revenue				5,558,512	163,876	827,533	(4,730,979)	1,655,067	29.78%	14.89%
	Revenue Total				5,558,512	163,876	827,533	(4,730,979)	1,655,067	29.78%	14.89%
	Expenditure	2110	110-2110-522-6200	INFRASTRUCTURE BUILDING	5,553,512	-	65,065	5,488,447	166,315	2.99%	1.17%
			110-2110-581-9101	TRANSFER TO GENERAL FUND	5,000	417	2,500	2,500	5,000	100.00%	50.00%
		2110 FIRE CHIEF Total			5,558,512	417	67,565	5,490,947	171,315	3.08%	1.22%
	Expenditure Total				5,558,512	417	67,565	5,490,947	171,315	3.08%	1.22%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
115	Revenue				5,156,836	171,620	887,440	(4,269,396)	1,768,158	34.29%	17.21%
	Revenue Total				5,156,836	171,620	887,440	(4,269,396)	1,768,158	34.29%	17.21%
	Expenditure	2210	115-2210-521-6200	INFRASTRUCTURE - BUILDING	5,151,836	-	-	5,151,836	-	0.00%	0.00%
			115-2210-581-9101	TRANSFER TO GENERAL FUND	5,000	417	2,500	2,500	5,000	100.00%	50.00%
		2210 POLICE CHIEF Total			5,156,836	417	2,500	5,154,336	5,000	0.10%	0.05%
	Expenditure Total				5,156,836	417	2,500	5,154,336	5,000	0.10%	0.05%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
120	Revenue				2,286,488	173,758	1,500,863	(785,625)	1,892,164	82.75%	65.64%
	Revenue Total				2,286,488	173,758	1,500,863	(785,625)	1,892,164	82.75%	65.64%
	Expenditure	3151	120-3151-538-1200	REGULAR SALARIES AND WAGES	327,461	19,320	133,478	193,983	266,957	81.52%	40.76%
			120-3151-538-1210	LONGEVITY PAY	577	-	-	577	577	100.00%	0.00%
			120-3151-538-1400	OVERTIME PAY	15,173	223	5,288	9,884	10,577	69.71%	34.86%
			120-3151-538-2100	FICA TAXES - CITY MATCHING	26,209	1,462	10,486	15,723	20,973	80.02%	40.01%
			120-3151-538-2200	CITY RETIREMENT CONTRIBUTION	53,651	2,676	20,353	33,298	40,706	75.87%	37.94%
			120-3151-538-2300	LIFE AND HEALTH INSURANCE	92,311	752	26,507	65,804	53,014	57.43%	28.71%
			120-3151-538-2400	WORKER'S COMPENSATION	3,796	717	2,229	1,567	4,458	117.45%	58.72%
			120-3151-538-3100	PROFESSIONAL SERVICES	50,000	9,110	11,392	38,609	30,180	60.36%	22.78%
			120-3151-538-3400	OTHER CONTRACTUAL SERVICES	207,000	(24,065)	53,012	153,988	207,000	100.00%	25.61%
			120-3151-538-4100	COMMUNICATIONS SERVICES	720	-	200	520	400	55.55%	27.78%
			120-3151-538-4300	UTILITY SERVICES	70,000	2,947	8,952	61,048	38,448	54.93%	12.79%
			120-3151-538-4400	RENTALS AND LEASES	103,176	5,259	11,676	91,500	10,000	9.69%	11.32%
			120-3151-538-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	607,300	6,744	88,695	518,605	438,706	72.24%	14.60%
			120-3151-538-4650	VEHICLE MAINTENANCE	58,875	738	9,290	49,585	52,555	89.26%	15.78%
			120-3151-538-4900	OTHER CURRENT CHARGES	43,000	-	1,472	41,528	11,421	26.56%	3.42%
			120-3151-538-5100	OFFICE SUPPLIES	2,000	64	157	1,843	1,000	50.00%	7.86%
			120-3151-538-5200	OPERATING SUPPLIES	26,850	1,546	16,550	10,300	23,919	89.08%	61.64%
			120-3151-538-5250	FUEL AND GASOLINE	30,731	1,910	12,946	17,785	13,852	45.08%	42.13%
			120-3151-538-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,500	-	-	1,500	1,500	100.00%	0.00%
			120-3151-538-5500	TRAINING	6,300	-	1,823	4,477	5,079	80.61%	28.94%
			120-3151-538-6300	IMPROVEMENTS OTHER THAN BLDGS.	69,730	-	-	69,730	-	0.00%	0.00%
			120-3151-538-6400	EQUIPMENT AND MACHINERY	428,324	-	-	428,324	423,963	98.98%	0.00%
			120-3151-581-9101	TRANSFER TO GENERAL FUND	61,805	5,150	30,903	30,902	61,805	100.00%	50.00%
		3151 STORMWATER Total			**2,286,488**	**34,553**	**445,410**	**1,841,078**	**1,717,089**	**75.10%**	**19.48%**
	Expenditure Total				2,286,488	34,553	445,410	1,841,078	1,717,089	75.10%	19.48%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
130	Revenue				-	6,200	30,450	30,450	60,900	0.00%	0.00%
	Revenue Total				-	6,200	30,450	30,450	60,900	0.00%	0.00%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
150	Revenue				9,174,991	238,524	1,350,304	(7,824,687)	3,467,298	37.79%	14.72%
	Revenue Total				**9,174,991**	**238,524**	**1,350,304**	**(7,824,687)**	**3,467,298**	**37.79%**	**14.72%**
	Expenditure	1022	150-1022-519-6300	CORONA SLRF:CITYWIDE LED LIGHTING CONVER	410,912	32,151	32,945	377,967	65,890	16.04%	8.02%
			150-1022-519-6302	CORONA SLRF:CITY HALL GROUNDING AND LIGH	20,000	-	(76)	20,076	-	0.00%	-0.38%
		1022 FACILITIES MAINTENANCE Total			**430,912**	**32,151**	**32,869**	**398,043**	**65,890**	**15.29%**	**7.63%**
		1120	150-1120-513-3400	CONTRACTUAL SERVICES	842,366	-	50,997	791,369	510,800	60.64%	6.05%
			150-1120-513-5294	EXPENSES - HURRICANE MILTON	1,527,000	15,198	520,116	1,006,884	1,527,000	100.00%	34.06%
			150-1120-513-5295	Debris Expenses - Hurricane Milton	1,217,000	-	870,348	346,652	1,217,000	100.00%	71.52%
		1120 FINANCE Total			**3,586,366**	**15,198**	**1,441,462**	**2,144,904**	**3,254,800**	**90.75%**	**40.19%**
		3512	150-3512-572-6300	CORONAVIRUS STATE-LOC RECOV CEMETERY PAV	64,909	-	-	64,909	-	0.00%	0.00%
		3512 CEMETERY Total			**64,909**	**-**	**-**	**64,909**	**-**	**0.00%**	**0.00%**
		3514	150-3514-572-6200	RECREATION ATHL PARKS AND RECRE	1,047,573	-	-	1,047,573	-	0.00%	0.00%
			150-3514-572-6300	IMPROVEMENTS - Orange Cty NWRC TDT GRANT	3,455,697	-	-	3,455,697	-	0.00%	0.00%
		3514 RECREATION ATHLETIC COMPLEXES Total			**4,503,270**	**-**	**-**	**4,503,270**	**-**	**0.00%**	**0.00%**
		3614	150-3614-572-3400	OTHER CONTRACTUAL SERVICES	252	-	-	252	-	0.00%	0.00%
			150-3614-572-6300	CORONAVIRUS STATE - LOCAL RECOVERY FUNDS	62,428	-	18,166	44,262	36,332	58.20%	29.10%
		3614 RECREATION - ACTIVITIES AND CIVIC EVENTS Total			**62,680**	**-**	**18,166**	**44,514**	**36,332**	**57.96%**	**28.98%**
		3613	150-3613-572-6305	LAND AND WATER CONSERVATION GRANT	89,581	-	-	89,581	-	0.00%	0.00%
		3613 RECREATION PROGRAMS & CIVIC EVENTS Total			**89,581**	**-**	**-**	**89,581**	**-**	**0.00%**	**0.00%**
		4022	150-4022-581-9101	TRANSFER TO GENERAL FUND	22,387	-	-	22,387	-	0.00%	0.00%
		4022 ECONOMIC DEVELOPMENT Total			**22,387**	**-**	**-**	**22,387**	**-**	**0.00%**	**0.00%**
		3412	150-3412-541-6306	CDBG-SIDEWALKS PHASE I & CURB NEW CONSTR	94,920	10,598	10,598	84,323	21,195	22.33%	11.16%
			150-3412-581-9111	TRANSFER TO STREETS IMPROVEMENT FUND	319,966	34,821	111,038	208,928	319,966	100.00%	34.70%
		3412 STREET MAINTENANCE Total			**414,886**	**45,419**	**121,636**	**293,250**	**341,161**	**82.23%**	**29.32%**
	Expenditure Total				**9,174,991**	**92,767**	**1,614,133**	**7,560,858**	**3,698,183**	**40.31%**	**17.59%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
171	Revenue				31,700	367	13,648	(18,052)	27,297	86.11%	43.05%
	Revenue Total				31,700	367	13,648	(18,052)	27,297	86.11%	43.05%
	Expenditure	6170	171-6170-581-9101	TRANSFER TO GENERAL FUND	-	(6,500)	-	-	-	0.00%	0.00%
		6170 SPECIAL ASSESSMENT - CIMARRON HILLS Total			-	(6,500)	-	-	-	0.00%	0.00%
		6171	171-6171-539-4600	REPAIRS & MAINTENANCE SVCS	16,100	96	289	15,811	578	3.59%	1.80%
			171-6171-581-9101	TRANSFER TO GEN FUND MAINLINE VILLAGE	15,600	7,800	7,800	7,800	15,600	100.00%	50.00%
		6171 SPECIAL ASSESSMENT - MAINLINE VILLAGE Total			31,700	7,896	8,089	23,611	16,178	51.03%	25.52%
	Expenditure Total				31,700	1,396	8,089	23,611	16,178	51.03%	25.52%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
172	Revenue				57,025	735	15,961	(41,064)	31,922	55.98%	27.99%
	Revenue Total				**57,025**	**735**	**15,961**	**(41,064)**	**31,922**	**55.98%**	**27.99%**
	Expenditure	6170	172-6170-581-9101	TRANSFER TO GENERAL FUND	-	(5,010)	-	-	-	0.00%	0.00%
		6170 SPECIAL ASSESSMENT - CIMARRON HILLS Total			**-**	**(5,010)**	**-**	**-**	**-**	**0.00%**	**0.00%**
		6172	172-6172-539-4600	REPAIRS & MAINTENANCE SVCS	45,000	236	707	44,294	1,413	3.14%	1.57%
			172-6172-581-9101	TRANSFER TO GEN FUND MAIN AVE	12,025	6,012	6,012	6,013	12,025	100.00%	50.00%
		6172 SPECIAL ASSESSMENT - MAINE AVE VILLAS Total			**57,025**	**6,248**	**6,719**	**50,306**	**13,438**	**23.57%**	**11.78%**
	Expenditure Total				**57,025**	**1,238**	**6,719**	**50,306**	**13,438**	**23.57%**	**11.78%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
173	Revenue				47,200	662	7,799	(39,401)	15,597	33.04%	16.52%
	Revenue Total				47,200	662	7,799	(39,401)	15,597	33.04%	16.52%
	Expenditure	6170	173-6170-539-4600	REPAIRS & MAINTENANCE SVCS	46,750	620	1,725	45,025	3,450	7.38%	3.69%
			173-6170-581-9101	TRANSFER TO GENERAL FUND CIMARRON	450	38	225	225	450	100.00%	50.00%
		6170 SPECIAL ASSESSMENT - CIMARRON HILLS Total			**47,200**	**658**	**1,950**	**45,250**	**3,900**	**8.26%**	**4.13%**
	Expenditure Total				47,200	658	1,950	45,250	3,900	8.26%	4.13%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
174	Revenue				8,373	642	6,351	(2,022)	12,702	151.70%	75.85%
	Revenue Total				8,373	642	6,351	(2,022)	12,702	151.70%	75.85%
	Expenditure	6174	174-6174-581-9120	TRANSFER TO STORMWATER	8,373	698	4,187	4,187	8,373	100.00%	50.00%
		6174 SPECIAL ASSESSMENT - MARTIN PL POND P2 Total			8,373	698	4,187	4,187	8,373	100.00%	50.00%
	Expenditure Total				8,373	698	4,187	4,187	8,373	100.00%	50.00%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
175	Revenue				6,404	520	5,877	(527)	11,754	183.54%	91.77%
	Revenue Total				6,404	520	5,877	(527)	11,754	183.54%	91.77%
	Expenditure	6175	175-6175-539-4600	REPAIRS & MAINTENANCE SVCS	6,000	193	1,061	4,939	2,121	35.35%	17.68%
			175-6175-581-9101	TRANSFER TO GENERAL FUND LOVELL TERRACE	404	34	202	202	404	100.01%	50.00%
		6175 SPECIAL ASSESSMENT - LOVELL TERRACE Total			6,404	227	1,263	5,141	2,525	39.43%	19.72%
	Expenditure Total				6,404	227	1,263	5,141	2,525	39.43%	19.72%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
176	Revenue				34,900	-	-	(34,900)	-	0.00%	0.00%
	Revenue Total				34,900	-	-	(34,900)	-	0.00%	0.00%
	Expenditure	6176	176-6176-539-4600	REPAIRS & MAINTENANCE SVCS	22,400	78	(247)	22,647	-	0.00%	-1.10%
			176-6176-581-9101	TRANSFER TO GENERAL FUND LAKE MCCOY OAKS	12,500	-	-	12,500	12,500	100.00%	0.00%
		6176 SPECIAL ASSESSMENT - LAKE MCCOY OAKS Total			**34,900**	**78**	**(247)**	**35,147**	**12,500**	**35.82%**	**-0.71%**
	Expenditure Total				34,900	78	(247)	35,147	12,500	35.82%	-0.71%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
177	Revenue				15,000	173	7,858	(7,142)	15,716	104.77%	52.39%
	Revenue Total				15,000	173	7,858	(7,142)	15,716	104.77%	52.39%
	Expenditure	6177	177-6177-539-4600	REPAIRS & MAINTENANCE SVCS	15,000	-	-	15,000	15,000	100.00%	0.00%
		6177 SPECIAL ASSESSMENT - MARTIN PLACE P1 Total			15,000	-	-	15,000	15,000	100.00%	0.00%
	Expenditure Total				15,000	-	-	15,000	15,000	100.00%	0.00%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
190	Revenue				282,101	38,491	312,900	30,799	390,543	138.44%	110.92%
	Revenue Total				282,101	38,491	312,900	30,799	390,543	138.44%	110.92%
	Expenditure	6190	190-6190-541-4310	STREET LIGHTS AVIAN POINTE	97,483	6,559	33,380	64,103	90,670	93.01%	34.24%
			190-6190-581-9101	TRANSFER TO GEN FUND AVIAN POINTE	1,485	124	743	743	1,485	100.00%	50.00%
		6190 STREET LIGHTS AVIAN POINTE Total			98,968	6,683	34,123	64,845	92,155	93.12%	34.48%
		6191	190-6191-541-4310	STREET LIGHTS EAST KELLY PARK	28,147	1,952	10,038	18,109	27,112	96.32%	35.66%
			190-6191-581-9101	TRANSFER TO GEN FUND EAST KELLY PARK	429	36	215	215	429	100.00%	50.00%
		6191 STREET LIGHTS BRIDLE PATH Total			28,576	1,987	10,253	18,323	27,541	96.38%	35.88%
		6192	190-6192-541-4310	STREET LIGHTS OAKS AT KELLY PARK	18,838	1,289	6,470	12,368	16,015	85.01%	34.34%
			190-6192-581-9101	TRANSFER TO GEN FUND OAKS AT KELLY PARK	240	20	120	120	240	100.00%	50.00%
		6192 STREET LIGHTS OAKS AT KELLY PARK Total			19,078	1,309	6,590	12,488	16,255	85.20%	34.54%
		6193	190-6193-541-4310	STREET LIGHTS OAK POINTE	32,642	2,423	11,596	21,046	8,548	26.19%	35.52%
		6193 STREET LIGHTS OAK POINTE Total			32,642	2,423	11,596	21,046	8,548	26.19%	35.52%
		6194	190-6194-541-4310	STREET LIGHTS EMERSON PARK	71	-	-	71	71	100.00%	0.00%
		6194 STREET LIGHTS EMERSON PARK Total			71	-	-	71	71	100.00%	0.00%
		6195	190-6195-541-4310	STREET LIGHTS WINDING MEADOWS	29,780	782	3,610	26,170	3,455	11.60%	12.12%
			190-6195-581-9101	TRANSFER TO GEN FUND WINDING MEADOWS	453	38	227	227	453	100.00%	50.00%
		6195 STREET LIGHTS WINDING MEADOWS Total			30,233	819	3,837	26,396	3,908	12.93%	12.69%
		6196	190-6196-541-4310	STREET LIGHTS MEADOW LARK	25,836	1,921	9,103	16,733	6,808	26.35%	35.23%
			190-6196-581-9101	TRANSFER TO GEN FUND PONKAN RESERVE	612	51	306	306	612	100.00%	50.00%
		6196 STREET LIGHTS MEADOWLARK STREET Total			26,448	1,972	9,409	17,039	7,420	28.05%	35.57%
		6197	190-6197-541-4310	STREET LIGHTS IVY TRAILS	11,530	-	-	11,530	11,530	100.00%	0.00%
			190-6197-581-9101	TRANSFER TO GEN FUND HAMMOCK AT ROCK SPR	275	23	138	137	275	100.00%	50.01%
		6197 STREET LIGHTS IVY TRAILS Total			11,805	23	138	11,667	11,805	100.00%	1.16%
		6198	190-6198-541-4310	STREET LIGHTS NOTTINGHAM	5,681	433	2,177	3,504	4,555	80.18%	38.32%
			190-6198-581-9101	TRANSFER TO GEN FUND NOTTINGHAM	271	23	135	136	271	100.00%	49.99%
		6198 STREET LIGHTS NOTTINGHAM PARK Total			5,952	456	2,312	3,640	4,826	81.08%	38.85%
		6205	190-6205-541-4310	STREET LIGHTS WEST KELLY PARK STREET	27,938	2,612	12,940	14,998	25,616	91.69%	46.32%
			190-6205-581-9101	TRANSFER TO GEN FUND WEST KELLY PARK	390	33	195	195	390	100.00%	50.00%
		6205 STREET LIGHTS WEST KELLY PARK Total			28,328	2,645	13,135	15,193	26,006	91.80%	46.37%
	Expenditure Total				282,101	18,317	91,392	190,709	198,534	70.38%	32.40%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
401	Revenue				36,444,426	3,312,405	17,675,564	(18,768,862)	35,350,167	97.00%	48.50%
	Revenue Total				**36,444,426**	**3,312,405**	**17,675,564**	**(18,768,862)**	**35,350,167**	**97.00%**	**48.50%**
	Expenditure	9011	401-9011-581-9120	TRANSFER TO STORMWATER	100,000	-	-	100,000	100,000	100.00%	0.00%
		9011 TRANSFERS Total			**100,000**	**-**	**-**	**100,000**	**100,000**	**100.00%**	**0.00%**
		3010	401-3010-539-1200	REGULAR SALARIES AND WAGES	530,821	21,782	215,212	315,609	430,423	81.09%	40.54%
			401-3010-539-1210	LONGEVITY PAY	351	-	-	351	351	100.00%	0.00%
			401-3010-539-1400	OVERTIME PAY	3,400	165	1,235	2,165	2,470	72.65%	36.33%
			401-3010-539-1600	OTHER REIMBURSED ALLOWANCES	480	37	229	251	458	95.38%	47.69%
			401-3010-539-2100	FICA TAXES - CITY MATCHING	38,300	1,655	16,083	22,217	32,166	83.98%	41.99%
			401-3010-539-2200	CITY RETIREMENT CONTRIBUTION	73,309	3,069	28,998	44,311	57,997	79.11%	39.56%
			401-3010-539-2300	LIFE AND HEALTH INSURANCE	86,787	1,009	36,934	49,853	73,868	85.11%	42.56%
			401-3010-539-2400	WORKER'S COMPENSATION	532	121	375	157	750	141.03%	70.51%
			401-3010-539-2500	UNEMPLOYMENT COMPENSATION	10,000	-	-	10,000	10,000	100.00%	0.00%
			401-3010-539-3400	OTHER CONTRACTUAL SERVICES	11,088	-	-	11,088	11,088	100.00%	0.00%
			401-3010-539-4000	TRAVEL & PER DIEM	3,800	-	267	3,533	534	14.06%	7.03%
			401-3010-539-4200	FREIGHT & POSTAGE SERVICES	2,500	112	133	2,367	266	10.66%	5.33%
			401-3010-539-4300	UTILITY SERVICES	17,975	1,073	4,654	13,321	15,689	87.28%	25.89%
			401-3010-539-4400	RENTAL AND LEASES	155	-	-	155	155	100.00%	0.00%
			401-3010-539-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	26,900	736	19,332	7,568	26,900	100.00%	71.87%
			401-3010-539-4650	VEHICLE MAINTENANCE	3,950	-	380	3,570	761	19.26%	9.63%
			401-3010-539-4700	PRINTING SERVICES	1,500	-	423	1,077	846	56.40%	28.20%
			401-3010-539-4900	OTHER CURRENT CHARGES	-	-	14,539	(14,539)	14,539	0.00%	0.00%
			401-3010-539-5100	OFFICE SUPPLIES	17,500	2,186	4,326	13,174	13,500	77.14%	24.72%
			401-3010-539-5200	OPERATING SUPPLIES	16,020	116	1,872	14,148	9,222	57.57%	11.68%
			401-3010-539-5201	VENDING SUPPLIES	1,200	-	867	333	1,733	144.45%	72.22%
			401-3010-539-5250	FUEL AND GASOLINE	1,300	78	275	1,025	550	42.34%	21.17%
			401-3010-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,594	-	675	919	1,349	84.64%	42.32%
			401-3010-539-5500	TRAINING	6,200	599	1,801	4,399	3,602	58.10%	29.05%
			401-3010-539-6300	IMPROVEMENTS OTHER THAN BLDGS.	24,000	-	-	24,000	-	0.00%	0.00%
			401-3010-539-6400	EQUIPMENT AND MACHINERY	54,500	36,970	36,970	17,530	54,500	100.00%	67.83%
			401-3010-581-9101	TRANSFER TO GENERAL FUND	6,241,453	520,121	3,120,726	3,120,727	6,241,453	100.00%	50.00%
		3010 UTILITY ADMINSTRATION Total			**7,175,615**	**589,827**	**3,506,307**	**3,669,308**	**7,005,172**	**97.62%**	**48.86%**
		3111	401-3111-517-7101	01 BOND DEBT SVC - PRINCIPAL	26,268	-	26,268	-	26,268	100.00%	100.00%
			401-3111-517-7201	01 BOND DEBT SVC - INTEREST	8,341	3,842	8,340	1	8,340	99.99%	99.99%
			401-3111-533-1200	REGULAR SALARIES AND WAGES	442,121	31,178	191,706	250,415	383,412	86.72%	43.36%
			401-3111-533-1210	LONGEVITY PAY	1,300	-	-	1,300	1,300	100.00%	0.00%
			401-3111-533-1400	OVERTIME PAY	9,956	498	3,667	6,289	7,334	73.67%	36.83%
			401-3111-533-2100	FICA TAXES - CITY MATCHING	34,683	2,288	14,213	20,471	28,425	81.96%	40.98%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
401	Expenditure	3111	401-3111-533-2200	CITY RETIREMENT CONTRIBUTION	63,292	4,422	28,554	34,738	57,108	90.23%	45.12%
			401-3111-533-2300	LIFE AND HEALTH INSURANCE	91,908	884	37,255	54,653	74,509	81.07%	40.53%
			401-3111-533-2400	WORKER'S COMPENSATION	2,420	549	1,706	714	3,411	140.97%	70.48%
			401-3111-533-3100	PROFESSIONAL SERVICES	455,375	-	375	455,000	750	0.16%	0.08%
			401-3111-533-3400	OTHER CONTRACTUAL SERVICES	50,000	3,890	9,112	40,888	18,224	36.45%	18.22%
			401-3111-533-4000	TRAVEL & PER DIEM	1,200	33	480	720	1,200	100.00%	39.98%
			401-3111-533-4200	FREIGHT & POSTAGE SERVICES	200	-	-	200	200	100.00%	0.00%
			401-3111-533-4300	UTILITY SERVICES	862,000	55,803	227,691	634,309	848,103	98.39%	26.41%
			401-3111-533-4400	RENTAL AND LEASES	3,500	-	-	3,500	-	0.00%	0.00%
			401-3111-533-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	78,700	-	9,512	69,188	19,024	24.17%	12.09%
			401-3111-533-4650	VEHICLE MAINTENANCE	12,000	95	1,123	10,877	12,000	100.00%	9.36%
			401-3111-533-4900	OTHER CURRENT CHARGES	7,000	-	-	7,000	7,000	100.00%	0.00%
			401-3111-533-4960	BAD DEBT EXPENSE	12,000	-	-	12,000	12,000	100.00%	0.00%
			401-3111-533-5200	OPERATING SUPPLIES	371,113	20,214	122,549	248,564	307,003	82.72%	33.02%
			401-3111-533-5220	WATER CONSERVATION PROGRAM	10,750	156	625	10,126	1,249	11.62%	5.81%
			401-3111-533-5250	FUEL AND GASOLINE	50,892	947	9,485	41,407	18,970	37.27%	18.64%
			401-3111-533-5500	TRAINING	1,650	375	563	1,087	1,650	100.00%	34.12%
			401-3111-533-6300	IMPROVEMENTS OTHER THAN BLDGS.	1,552,081	-	-	1,552,081	1,552,081	100.00%	0.00%
			401-3111-533-6400	EQUIPMENT AND MACHINERY	265,000	27,750	27,750	237,250	265,000	100.00%	10.47%
		3111 UTILITY SERVICES-WATER PLANT Total			**4,413,751**	**152,925**	**720,972**	**3,692,779**	**3,654,564**	**82.80%**	**16.33%**
		3121	401-3121-517-7101	01 BOND DEBT SVC - PRINCIPAL	70,944	-	70,944	0	70,944	100.00%	100.00%
			401-3121-517-7201	01 BOND DEBT SVC - INTEREST	22,526	10,376	22,525	1	22,525	100.00%	100.00%
			401-3121-535-1200	REGULAR SALARIES AND WAGES	879,478	59,983	371,805	507,673	743,609	84.55%	42.28%
			401-3121-535-1210	LONGEVITY PAY	1,531	-	-	1,531	1,531	100.00%	0.00%
			401-3121-535-1400	OVERTIME PAY	22,149	1,166	10,261	11,889	20,521	92.65%	46.32%
			401-3121-535-1600	OTHER REIMBURSED ALLOWANCES	1,440	37	229	1,211	458	31.79%	15.90%
			401-3121-535-2100	FICA TAXES - CITY MATCHING	68,280	4,374	27,638	40,642	55,276	80.96%	40.48%
			401-3121-535-2200	CITY RETIREMENT CONTRIBUTION	126,261	8,542	55,761	70,500	111,523	88.33%	44.16%
			401-3121-535-2300	LIFE AND HEALTH INSURANCE	221,886	1,754	71,967	149,919	143,934	64.87%	32.43%
			401-3121-535-2400	WORKER'S COMPENSATION	5,700	1,293	4,017	1,683	8,034	140.94%	70.47%
			401-3121-535-3100	PROFESSIONAL SERVICES	301,338	3,500	3,875	297,463	36,835	12.22%	1.29%
			401-3121-535-3400	OTHER CONTRACTUAL SERVICES	495,000	13,417	78,772	416,228	157,545	31.83%	15.91%
			401-3121-535-3401	DISTRIBUTED WASTEWATER	64,000	-	-	64,000	-	0.00%	0.00%
			401-3121-535-4000	TRAVEL & PER DIEM	5,080	89	791	4,289	1,581	31.13%	15.56%
			401-3121-535-4200	FREIGHT & POSTAGE SERVICES	500	-	27	473	53	10.62%	5.31%
			401-3121-535-4300	UTILITY SERVICES	1,942,050	99,985	406,410	1,535,640	1,620,376	83.44%	20.93%
			401-3121-535-4400	RENTAL AND LEASES	3,000	-	-	3,000	-	0.00%	0.00%
			401-3121-535-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	259,250	-	7,862	251,388	65,434	25.24%	3.03%
			401-3121-535-4650	VEHICLE MAINTENANCE	11,000	83	1,371	9,629	2,742	24.92%	12.46%
			401-3121-535-4700	PRINTING SERVICES	2,000	-	-	2,000	-	0.00%	0.00%
			401-3121-535-4900	OTHER CURRENT CHARGES	350,200	17,564	134,463	215,737	325,000	92.80%	38.40%

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
401	Expenditure	3121	401-3121-535-4960	BAD DEBT EXPENSE	6,000	-	-	6,000	6,000	100.00%	0.00%
			401-3121-535-5200	OPERATING SUPPLIES	522,240	34,858	168,782	353,458	329,144	63.03%	32.32%
			401-3121-535-5220	WATER CONSERVATION PROGRAM	10,000	-	-	10,000	-	0.00%	0.00%
			401-3121-535-5250	FUEL AND GASOLINE	49,350	567	15,615	33,735	36,613	74.19%	31.64%
			401-3121-535-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	1,212	-	-	1,212	-	0.00%	0.00%
			401-3121-535-5500	TRAINING	12,525	817	817	11,708	1,634	13.05%	6.52%
			401-3121-535-6300	IMPROVEMENTS OTHER THAN BLDGS.	1,209,037	-	-	1,209,037	604,519	50.00%	0.00%
			401-3121-535-6400	EQUIPMENT AND MACHINERY	94,188	-	46,565	47,623	46,565	49.44%	49.44%
			401-3121-535-6800	INTANGIBLE ASSETS	3,000	-	-	3,000	-	0.00%	0.00%
		3121 WASTEWATER PLANT Total			**6,761,164**	**258,405**	**1,500,495**	**5,260,669**	**4,412,394**	**65.26%**	**22.19%**
		3131	401-3131-536-5250	FUEL AND GASOLINE	-	-	1,146	(1,146)	1,146	0.00%	0.00%
		3131 UTILITY CONSTRUCTION Total			**-**	**-**	**1,146**	**(1,146)**	**1,146**	**0.00%**	**0.00%**
		3141	401-3141-533-1200	REGULAR SALARIES AND WAGES	912,370	74,977	451,937	460,433	903,875	99.07%	49.53%
			401-3141-533-1210	LONGEVITY PAY	3,136	-	-	3,136	3,136	100.00%	0.00%
			401-3141-533-1400	OVERTIME PAY	253,026	22,391	134,247	118,779	268,494	106.11%	53.06%
			401-3141-533-1600	OTHER REIMBURSED ALLOWANCES	480	(203)	24	456	48	10.00%	5.00%
			401-3141-533-2100	FICA TAXES - CITY MATCHING	88,416	7,074	43,039	45,376	86,078	97.36%	48.68%
			401-3141-533-2200	CITY RETIREMENT CONTRIBUTION	161,344	13,593	79,394	81,950	158,787	98.42%	49.21%
			401-3141-533-2300	LIFE AND HEALTH INSURANCE	387,956	2,638	118,059	269,897	236,119	60.86%	30.43%
			401-3141-533-2400	WORKER'S COMPENSATION	6,224	1,412	4,386	1,838	8,772	140.94%	70.47%
			401-3141-533-3100	PROFESSIONAL SERVICES	81,050	-	56,592	24,458	81,050	100.00%	69.82%
			401-3141-533-3400	OTHER CONTRACTUAL SERVICES	-	94	94	(94)	94	0.00%	0.00%
			401-3141-533-4000	TRAVEL & PER DIEM	800	66	192	608	329	41.13%	23.99%
			401-3141-533-4200	FREIGHT & POSTAGE SERVICES	600	-	-	600	600	100.00%	0.00%
			401-3141-533-4300	UTILITY SERVICES	19,000	257	4,181	14,819	12,066	63.50%	22.01%
			401-3141-533-4400	RENTAL AND LEASES	27,684	-	4,131	23,553	8,261	29.84%	14.92%
			401-3141-533-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	453,100	67,295	253,659	199,441	352,944	77.90%	55.98%
			401-3141-533-4650	VEHICLE MAINTENANCE	90,750	23,150	85,601	5,149	90,750	100.00%	94.33%
			401-3141-533-4700	PRINTING SERVICES	6,500	-	2,380	4,120	5,000	76.92%	36.62%
			401-3141-533-4900	OTHER CURRENT CHARGES	12,500	766	3,832	8,668	7,664	61.31%	30.66%
			401-3141-533-5100	OFFICE SUPPLIES	800	-	159	641	800	100.00%	19.84%
			401-3141-533-5200	OPERATING SUPPLIES	108,330	7,799	42,682	65,648	108,330	100.00%	39.40%
			401-3141-533-5201	SENSUS METERING SYSTEM	1,317,000	140,000	1,560,545	(243,545)	1,560,545	118.49%	118.49%
			401-3141-533-5236	BACKFLOW OPERATIONAL SUPPLIES	363,000	70,375	173,774	189,226	260,183	71.68%	47.87%
			401-3141-533-5250	FUEL AND GASOLINE	75,000	7,202	24,796	50,204	49,591	66.12%	33.06%
			401-3141-533-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	700	-	-	700	-	0.00%	0.00%
			401-3141-533-5500	TRAINING	15,000	49	644	14,356	15,000	100.00%	4.29%
			401-3141-533-6300	IMPROVEMENTS OTHER THAN BLDGS.	597,924	97,792	86,287	511,637	597,924	100.00%	14.43%
			401-3141-533-6400	EQUIPMENT AND MACHINERY	162,530	-	-	162,530	162,530	100.00%	0.00%
		3141 WATER MAINTENANCE Total			**5,145,219**	**536,726**	**3,130,634**	**2,014,585**	**4,978,970**	**96.77%**	**60.85%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
401	Expenditure										
		3161	401-3161-533-1200	REGULAR SALARIES AND WAGES	421,532	31,323	188,550	232,982	377,100	89.46%	44.73%
			401-3161-533-1210	LONGEVITY PAY	928	-	-	928	928	100.00%	0.00%
			401-3161-533-1400	OVERTIME PAY	14,418	576	6,492	7,925	12,985	90.06%	45.03%
			401-3161-533-2100	FICA TAXES - CITY MATCHING	33,421	2,368	14,516	18,905	29,032	86.87%	43.43%
			401-3161-533-2200	CITY RETIREMENT CONTRIBUTION	62,179	4,453	28,434	33,745	56,869	91.46%	45.73%
			401-3161-533-2300	LIFE AND HEALTH INSURANCE	125,941	1,009	43,326	82,615	86,651	68.80%	34.40%
			401-3161-533-2400	WORKER'S COMPENSATION	256	51	158	98	315	123.23%	61.61%
			401-3161-533-3100	PROFESSIONAL SERVICES	10,000	-	-	10,000	-	0.00%	0.00%
			401-3161-533-3400	OTHER CONTRACTUAL SERVICES	750,000	32,682	232,938	517,062	378,556	50.47%	31.06%
			401-3161-533-4200	FREIGHT & POSTAGE SERVICES	250,000	23,258	84,366	165,634	168,732	67.49%	33.75%
			401-3161-533-4400	RENTALS AND LEASES	15,000	-	-	15,000	-	0.00%	0.00%
			401-3161-533-4600	REPAIR & MAINT. BLDG. & EQUIPMENT	80,000	905	3,442	76,558	47,500	59.38%	4.30%
			401-3161-533-4650	VEHICLE MAINTENANCE	4,000	13	69	3,931	138	3.44%	1.72%
			401-3161-533-4700	PRINTING SERVICES	148,000	18,617	63,439	84,561	126,878	85.73%	42.86%
			401-3161-533-5100	OFFICE SUPPLIES	15,000	197	700	14,300	14,000	93.33%	4.67%
			401-3161-533-5200	OPERATING SUPPLIES	12,000	-	-	12,000	-	0.00%	0.00%
			401-3161-533-5250	FUEL AND GASOLINE	5,000	188	933	4,067	1,866	37.32%	18.66%
			401-3161-533-5500	TRAINING	4,000	-	-	4,000	-	0.00%	0.00%
			401-3161-533-6300	IMPROVEMENTS OTHER THAN BUILDINGS	9,968	-	-	9,968	118,604	1189.89%	0.00%
			401-3161-533-6400	EQUIPMENT AND MACHINERY	180,000	-	2,500	177,500	180,000	100.00%	1.39%
		3161 UTILITY BILLING Total			**2,141,642**	**115,642**	**669,863**	**1,471,779**	**1,600,154**	**74.72%**	**31.28%**
		3171	401-3171-535-1200	REGULAR SALARIES AND WAGES	938,359	53,046	424,600	513,759	849,199	90.50%	45.25%
			401-3171-535-1210	LONGEVITY PAY	2,901	-	-	2,901	2,901	100.00%	0.00%
			401-3171-535-1400	OVERTIME PAY	52,534	19,097	124,807	(72,273)	249,614	475.15%	237.57%
			401-3171-535-1600	OTHER REIMBURSED ALLOWANCES	1,440	18	366	1,074	731	50.77%	25.38%
			401-3171-535-2100	FICA TAXES - CITY MATCHING	74,794	5,132	39,328	35,466	78,656	105.16%	52.58%
			401-3171-535-2200	CITY RETIREMENT CONTRIBUTION	136,487	10,074	71,028	65,459	142,055	104.08%	52.04%
			401-3171-535-2300	LIFE AND HEALTH INSURANCE	253,001	2,169	109,897	143,104	219,794	86.87%	43.44%
			401-3171-535-2400	WORKER'S COMPENSATION	6,611	1,500	4,659	1,952	9,318	140.95%	70.47%
			401-3171-535-3100	PROFESSIONAL SERVICES	42,000	1,830	2,425	39,575	4,850	11.55%	5.77%
			401-3171-535-3400	OTHER CONTRACTUAL SERVICES	5,300	-	-	5,300	-	0.00%	0.00%
			401-3171-535-4000	TRAVEL AND PER DEIM	600	-	-	600	-	0.00%	0.00%
			401-3171-535-4200	FREIGHT & POSTAGE SERVICES	400	-	-	400	-	0.00%	0.00%
			401-3171-535-4300	UTILITY SERVICES	456,968	32,275	127,366	329,602	443,307	97.01%	27.87%
			401-3171-535-4400	RENTAL AND LEASES	275,000	16,914	59,121	215,879	152,138	55.32%	21.50%
			401-3171-535-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	767,200	8,101	182,756	584,444	537,238	70.03%	23.82%
			401-3171-535-4650	VEHICLE MAINTENANCE	77,000	8,892	19,042	57,958	38,084	49.46%	24.73%
			401-3171-535-4900	OTHER CURRENT CHARGES	1,000	-	-	1,000	-	0.00%	0.00%
			401-3171-535-5100	OFFICE SUPPLIES	400	-	-	400	-	0.00%	0.00%
			401-3171-535-5200	OPERATING SUPPLIES	486,000	26,046	147,898	338,102	372,394	76.62%	30.43%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
401	Expenditure	3171	401-3171-535-5250	FUEL AND GASOLINE	80,000	8,263	30,026	49,974	60,051	75.06%	37.53%
			401-3171-535-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	500	-	-	500	-	0.00%	0.00%
			401-3171-535-5500	TRAINING	9,600	-	-	9,600	-	0.00%	0.00%
			401-3171-535-6300	IMPROVEMENTS OTHER THAN BLDGS.	2,812,033	44,044	44,044	2,767,989	745,495	26.51%	1.57%
			401-3171-535-6400	EQUIPMENT AND MACHINERY	1,173,917	1,500	1,500	1,172,417	145,810	12.42%	0.13%
		3171 WASTEWATER MAINTENANCE Total			**7,654,044**	**238,901**	**1,388,862**	**6,265,182**	**4,051,636**	**52.93%**	**18.15%**
		3191	401-3191-535-1200	REGULAR SALARIES AND WAGES	561,672	39,726	239,711	321,961	479,422	85.36%	42.68%
			401-3191-535-1210	LONGEVITY PAY	1,454	-	-	1,454	1,454	100.00%	0.00%
			401-3191-535-1400	OVERTIME PAY	24,200	1,991	7,216	16,984	14,432	59.64%	29.82%
			401-3191-535-1600	OTHER REIMBURSED ALLOWANCES	-	-	-	-	-	0.00%	0.00%
			401-3191-535-2100	FICA TAXES - CITY MATCHING	44,930	2,984	17,810	27,120	35,621	79.28%	39.64%
			401-3191-535-2200	CITY RETIREMENT CONTRIBUTION	81,991	5,824	35,931	46,061	71,861	87.64%	43.82%
			401-3191-535-2300	LIFE AND HEALTH INSURANCE	130,784	1,128	43,364	87,420	86,728	66.31%	33.16%
			401-3191-535-2400	WORKER'S COMPENSATION	3,822	867	2,694	1,128	5,387	140.95%	70.48%
			401-3191-535-3400	OTHER CONTRACTUAL SERVICES	18,000	-	-	18,000	-	0.00%	0.00%
			401-3191-535-4000	TRAVEL & PER DIEM	1,000	-	11	989	22	2.24%	1.12%
			401-3191-535-4200	FREIGHT & POSTAGE SERVICES	500	-	-	500	-	0.00%	0.00%
			401-3191-535-4400	RENTALS AND LEASES	5,500	-	1,568	3,932	3,136	57.02%	28.51%
			401-3191-535-4600	REPAIR & MAINT.-BLDG & EQUIPMENT	568,200	25,551	157,794	410,406	315,587	55.54%	27.77%
			401-3191-535-4650	VEHICLE MAINTENANCE	17,000	1,767	4,659	12,341	9,317	54.81%	27.40%
			401-3191-535-4900	OTHER CURRENT CHARGES	500	-	-	500	-	0.00%	0.00%
			401-3191-535-5200	OPERATING SUPPLIES	81,750	13,938	25,076	56,674	56,695	69.35%	30.67%
			401-3191-535-5250	FUEL AND GASOLINE	21,545	1,233	3,302	18,243	6,605	30.66%	15.33%
			401-3191-535-5500	TRAINING	5,150	-	-	5,150	-	0.00%	0.00%
			401-3191-535-6400	EQUIPMENT AND MACHINERY	408,866	55,251	57,584	351,282	57,584	14.08%	14.08%
		3191 UTILITY MAINTENANCE Total			**1,976,864**	**150,260**	**596,720**	**1,380,144**	**1,143,852**	**57.86%**	**30.19%**
		3410	401-3410-539-1200	REGULAR SALARIES AND WAGES	628,266	46,672	213,889	414,377	427,777	68.09%	34.04%
			401-3410-539-1210	LONGEVITY PAY	1,072	-	-	1,072	1,072	100.00%	0.00%
			401-3410-539-1400	OVERTIME PAY	5,000	21	291	4,709	581	11.63%	5.81%
			401-3410-539-1600	OTHER REIMBURSED ALLOWANCES	960	222	222	738	960	100.00%	23.08%
			401-3410-539-2100	FICA TAXES - CITY MATCHING	47,865	3,452	15,749	32,116	31,498	65.81%	32.90%
			401-3410-539-2200	CITY RETIREMENT CONTRIBUTION	88,688	6,521	37,609	51,079	75,218	84.81%	42.41%
			401-3410-539-2300	LIFE AND HEALTH INSURANCE	135,677	1,141	40,774	94,903	81,548	60.10%	30.05%
			401-3410-539-2400	WORKER'S COMPENSATION	5,037	1,270	3,944	1,093	7,888	156.60%	78.30%
			401-3410-539-3100	PROFESSIONAL SERVICES	100,000	5,743	20,183	79,818	100,000	100.00%	20.18%
			401-3410-539-4000	TRAVEL & PER DIEM	3,500	13	13	3,487	26	0.76%	0.38%
			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	7,200	-	1,720	5,480	3,440	47.77%	23.89%
			401-3410-539-4902	LEGAL ADVERTISING	1,000	-	-	1,000	-	0.00%	0.00%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
401	**Expenditure**	**3410**	401-3410-539-5100	OFFICE SUPPLIES	3,500	329	434	3,066	867	24.77%	12.39%
			401-3410-539-5200	OPERATING SUPPLIES	16,584	4,759	14,448	2,136	16,584	100.00%	87.12%
			401-3410-539-5250	FUEL AND GASOLINE	11,550	960	2,910	8,640	5,820	50.39%	25.19%
			401-3410-539-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	4,634	-	526	4,108	1,052	22.70%	11.35%
			401-3410-539-5500	TRAINING	11,100	-	3,942	7,158	7,884	71.03%	35.51%
			401-3410-539-6400	EQUIPMENT AND MACHINERY	3,943	-	3,943	-	3,943	100.00%	100.00%
		3410 DESIGN ENGINEERING Total			**1,076,126**	**71,102**	**360,595**	**715,531**	**766,159**	**71.20%**	**33.51%**
	Expenditure Total				**36,444,426**	**2,113,787**	**11,875,595**	**24,568,832**	**27,714,047**	**76.04%**	**32.59%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
402	Revenue				7,629,964	656,454	3,564,485	(4,065,479)	7,104,066	93.11%	46.72%
	Revenue Total				7,629,964	656,454	3,564,485	(4,065,479)	7,104,066	93.11%	46.72%
	Expenditure	3210	402-3210-534-1200	REGULAR SALARIES AND WAGES	1,190,386	100,002	622,710	567,675	1,245,421	104.62%	52.31%
			402-3210-534-1210	LONGEVITY PAY	3,821	-	-	3,821	3,821	100.00%	0.00%
			402-3210-534-1400	OVERTIME PAY	243,249	20,896	116,357	126,892	232,714	95.67%	47.83%
			402-3210-534-1600	OTHER REIMBURSED ALLOWANCES	960	74	458	502	916	95.38%	47.69%
			402-3210-534-2100	FICA TAXES - CITY MATCHING	109,455	8,808	54,230	55,225	108,460	99.09%	49.55%
			402-3210-534-2200	CITY RETIREMENT CONTRIBUTION	225,256	16,888	107,789	117,467	215,579	95.70%	47.85%
			402-3210-534-2300	LIFE AND HEALTH INSURANCE	356,878	3,159	124,403	232,475	248,806	69.72%	34.86%
			402-3210-534-2400	WORKER'S COMPENSATION	22,720	4,724	14,677	8,043	29,353	129.20%	64.60%
			402-3210-534-3100	PROFESSIONAL SERVICES	50,000	-	-	50,000	-	0.00%	0.00%
			402-3210-534-3400	OTHER CONTRACTUAL SERVICES	21,220	1,537	5,970	15,250	11,940	56.27%	28.13%
			402-3210-534-4000	TRAVEL & PER DIEM	1,800	-	50	1,750	100	5.57%	2.78%
			402-3210-534-4200	FREIGHT & POSTAGE SERVICES	200	-	-	200	-	0.00%	0.00%
			402-3210-534-4300	UTILITY SERVICES	7,000	665	3,917	3,083	7,833	111.91%	55.95%
			402-3210-534-4302	SANITATION TIPPING FEES	2,148,336	163,432	865,432	1,282,904	2,010,371	93.58%	40.28%
			402-3210-534-4400	RENTAL AND LEASES	247,500	59,500	136,000	111,500	272,000	109.90%	54.95%
			402-3210-534-4600	REPAIR & MAINT.-BLDG.& EQUIPMENT	30,600	71	8,553	22,047	17,105	55.90%	27.95%
			402-3210-534-4650	VEHICLE MAINTENANCE	758,500	59,173	418,752	339,748	837,505	110.42%	55.21%
			402-3210-534-4700	PRINTING SERVICES	13,900	-	13,495	405	26,989	194.17%	97.08%
			402-3210-534-4902	LEGAL ADVERTISING	1,500	-	-	1,500	-	0.00%	0.00%
			402-3210-534-4903	TEMPORARY LABOR	369,000	55,281	166,781	202,219	369,000	100.00%	45.20%
			402-3210-534-4960	BAD DEBT EXPENSE	5,000	-	-	5,000	-	0.00%	0.00%
			402-3210-534-5100	OFFICE SUPPLIES	1,500	913	1,188	312	2,376	158.40%	79.20%
			402-3210-534-5200	OPERATING SUPPLIES	349,504	98,227	111,013	238,491	143,391	41.03%	31.76%
			402-3210-534-5250	FUEL AND GASOLINE	283,000	8,718	43,243	239,757	284,980	100.70%	15.28%
			402-3210-534-5400	BOOKS, PUBLICATIONS, SUBSCRIPTIONS & MEM	900	-	-	900	-	0.00%	0.00%
			402-3210-534-5500	TRAINING	5,000	-	-	5,000	-	0.00%	0.00%
			402-3210-534-6400	EQUIPMENT AND MACHINERY	501,996	342,246	342,246	159,750	501,996	100.00%	68.18%
			402-3210-581-9101	TRANSFER TO GENERAL FUND	680,784	56,732	340,392	340,392	680,784	100.00%	50.00%
		3210 SANITATION Total			**7,629,964**	**1,001,045**	**3,497,656**	**4,132,308**	**7,251,440**	**95.04%**	**45.84%**
	Expenditure Total				7,629,964	1,001,045	3,497,656	4,132,308	7,251,440	95.04%	45.84%

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
403	Revenue				35,274,323	1,386,655	8,856,587	(26,417,736)	15,782,966	44.74%	25.11%
	Revenue Total				**35,274,323**	**1,386,655**	**8,856,587**	**(26,417,736)**	**15,782,966**	**44.74%**	**25.11%**
	Expenditure	3113	403-3113-517-7101	01 BOND DEBT SVC - PRINCIPAL	301,485	-	301,485	-	301,485	100.00%	100.00%
			403-3113-517-7201	01 BOND DEBT SVC - INTEREST	95,725	44,094	95,725	(0)	95,725	100.00%	100.00%
			403-3113-533-6300	IMPROVE OTHER THAN BLDGS	5,775,552	-	-	5,775,552	1,547,606	26.80%	0.00%
		3113 WATER Total			**6,172,762**	**44,094**	**397,210**	**5,775,552**	**1,944,816**	**31.51%**	**6.43%**
		3115	403-3115-517-7101	01 BOND DEBT SVC - PRINCIPAL	122,385	-	122,385	0	122,385	100.00%	100.00%
			403-3115-517-7201	01 BOND DEBT SVC - INTEREST	38,859	17,900	38,859	0	38,859	100.00%	100.00%
			403-3115-535-3100	PROFESSIONAL SERVICES	30,000	-	-	30,000	-	0.00%	0.00%
			403-3115-535-6300	IMPROVE OTHER THAN BLD.	10,170,700	40,000	40,000	10,130,700	1,159,250	11.40%	0.39%
		3115 REUSE Total			**10,361,944**	**57,900**	**201,244**	**10,160,700**	**1,320,494**	**12.74%**	**1.94%**
		3123	403-3123-517-7101	01 BOND DEBT SVC - PRINCIPAL	473,919	-	473,919	1	473,919	100.00%	100.00%
			403-3123-517-7150	SRF LOAN WW480210 - PRINCIPAL	68,609	-	34,186	34,423	68,609	100.00%	49.83%
			403-3123-517-7151	SRF LOAN WW480211 - PRINCIPAL	3,002,884	1,498,658	1,498,658	1,504,226	3,002,884	100.00%	49.91%
			403-3123-517-7201	01 BOND DEBT SVC - INTEREST	150,476	69,314	150,475	1	150,475	100.00%	100.00%
			403-3123-517-7250	SRF LOAN WW480210 - INTEREST	6,579	-	3,348	3,231	6,579	100.00%	50.89%
			403-3123-517-7251	SRF LOAN WW480211 - INTEREST	347,606	176,588	176,588	171,018	347,606	100.00%	50.80%
			403-3123-517-7350	SRF LOAN WW480210 - OTHER EXPENSES	6,578	-	3,348	3,230	6,578	100.00%	50.90%
			403-3123-535-3100	PROFESSIONAL SERVICES	49,900	-	-	49,900	49,900	100.00%	0.00%
			403-3123-535-6100	LAND	544,300	-	-	544,300	544,300	100.00%	0.00%
			403-3123-535-6300	IMPROVE OTHER THAN BLDGS	13,885,946	-	-	13,885,946	1,434,335	10.33%	0.00%
			403-3123-535-6400	EQUIPMENT AND MACHINERY	55,000	-	-	55,000	55,000	100.00%	0.00%
		3123 WATER/WASTEWATER/RECLAIM IMPACT FEES Total			**18,591,798**	**1,744,559**	**2,340,522**	**16,251,276**	**6,140,185**	**33.03%**	**12.59%**
		8019	403-8019-536-6400	EQUIPMENT & MACHINERY	147,819	-	-	147,819	-	0.00%	0.00%
		8019 SCADA SYSTEM EQUIPMENT Total			**147,819**	**-**	**-**	**147,819**	**-**	**0.00%**	**0.00%**
	Expenditure Total				**35,274,323**	**1,846,553**	**2,938,976**	**32,335,347**	**9,405,495**	**26.66%**	**8.33%**

FY25 Budget to Actual - March

Fund	Type	Div	Account Id	Account Description	FY25 Amended Budget	FY25 Current Mar Rev/Exp	FY25 YTD March Rev/Exp	FY25 Balance Excess/Deficit	FY25 Annual Projection	FY25 Annual Projected %	FY25 YTD %
610	Revenue				4,471,029	19,605	1,399,945	(3,071,084)	1,520,641	34.01%	31.31%
	Revenue Total				4,471,029	19,605	1,399,945	(3,071,084)	1,520,641	34.01%	31.31%
	Expenditure	9950	610-9950-515-3100	PROFESSIONAL SERVICES	209,899	7,503	34,566	175,333	69,132	32.94%	16.47%
			610-9950-515-3200	AUDIT SERVICES	5,500	-	-	5,500	5,500	100.00%	0.00%
			610-9950-515-4000	TRAVEL AND PER DIEM	951	-	1,031	(80)	2,062	216.82%	108.41%
			610-9950-515-4900	CRA (BCAP)	30,000	-	5,366	24,634	10,731	35.77%	17.89%
			610-9950-515-4910	CRA (FRAP)	100,000	-	27,325	72,675	100,000	100.00%	27.33%
			610-9950-515-4912	CRA (BPRP)	20,000	-	-	20,000	-	0.00%	0.00%
			610-9950-515-4914	CRA (BIFAP)	20,000	-	-	20,000	-	0.00%	0.00%
			610-9950-515-4920	CRA (RFAP)	300,000	-	-	300,000	-	0.00%	0.00%
			610-9950-515-4922	CRA (RRAP)	10,000	-	-	10,000	-	0.00%	0.00%
			610-9950-515-4950	DEMOLITION	10,000	-	-	10,000	-	0.00%	0.00%
			610-9950-515-4960	DOWNTOWN BENCHES, CANS, ETC.	25,000	-	-	25,000	-	0.00%	0.00%
			610-9950-515-5400	BOOKS, SUBS & MEMBERSHIPS	1,170	-	175	995	350	29.91%	14.96%
			610-9950-515-5500	TRAINING	450	-	-	450	450	100.00%	0.00%
			610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS.	3,738,059	-	696,407	3,041,652	1,635,261	43.75%	18.63%
		9950 COMMUNITY DEVELOPMENT AGENCY Total			**4,471,029**	**7,503**	**764,870**	**3,706,159**	**1,823,486**	**40.78%**	**17.11%**
	Expenditure Total				4,471,029	7,503	764,870	3,706,159	1,823,486	40.78%	17.11%
Grand Total					**515,712,286**	**28,869,935**	**177,349,131**	**49,191,842**	**354,677,574**	**68.77%**	**34.39%**

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 1.
Meeting Date: April 16, 2025
Department: Community Development

SUBJECT:
Plymouth Harbor - Major Development Plan

REQUEST:
Approve the Plymouth Harbor Major Development Plan.

SUMMARY:
Owner(s): Plymouth Harbor, LLC, George Macaulay, Parmani Farms LLC
Applicant(s): Geoff Summitt, P.E.
Location: West side of Plymouth-Sorrento Road, north of Bailey Hill Road
Parcel ID numbers: 25-20-27-0000-00-008; 25-20-27-0000-00-021; 25-20-27-0000-00-022, 30-20-28-0484-00-040; 30-20-28-0484-00-060; 30-20-28-0484-00-085
Project: Plymouth Harbor
Density: 3.5 dwelling units per acre, 2.16 dwelling units per acre proposed
Project Manager: Bobby Howell, AICP

Zoning Report
This chart includes the relationships to adjacent properties:

Direction	Future Land Use	Zoning	Present Use
North	City Residential Low Suburban	City RSF-1B	Residential
East	County Rural	County R-T 2	Residential
South	City Residential Low Suburban/County Rural	City RSF-1A/County A-1	Residential/Vacant
West	County Rural	County A-1	Vacant

PROJECT SUMMARY:
The applicant has submitted a Major Development Plan for consideration for the construction of a development consisting of 86 single-family units at a density of 2.16 dwelling units per acre. The property is located on the west side of Plymouth-Sorrento Road, north of Bailey Hill Road. It has a future land use designation of Residential Low Suburban, which permits a maximum density of 3.5 dwelling units per acre. The zoning of the property is RSF-1B, which permits a minimum lot width of 75-feet and minimum lot area of 8,000 square feet. The minimum lot size is 8,000 square feet and a minimum lot width of 75-feet is provided. A minimum unit size of 1,600 square feet is provided. Setbacks are front - 25-feet, side - 10-feet, side street - 25-feet, and rear 25-feet.

The Major Development Plan details design of the proposed subdivision in accordance with the requirements of the Residential Low Suburban future land use category, and the RSF-1B zoning district.

The Development Review Committee finds that the applicant demonstrates there is competent substantial

evidence in the record that all of the following standards are met:

a. The proposed development and use(s) in the development plan comply with Article 3: Zoning Districts, and Article 4: Use Regulations;
b. The development proposed in the development plan and its general layout and design comply with all the standards in Article 5: Development Standards, and Article 6: Environmental Standards;
c. The development proposed in the development plan complies with all conditions of approval in any development approval or permit to which the plan is subject;
d. The development proposed in the development plan complies with all other applicable standards in this LDC and all other City regulations.
e. If any part of the development plan requires a plat, the plat is approved in accordance with Sec. 2.5.2.B, Plat (Subdivision), and is in substantial conformance with the development plan.

ACCESS:
Access to the site is proposed via Plymouth-Sorrento Road via left-in and right-in turn lanes. A dedication of a 30-foot wide strip for future right-of-way needs for Plymouth-Sorrento Road is detailed on the Major Development Plan. The Major Development Plan proposes the units to be front loaded, with driveways in front of the units.

STORMWATER:
The master stormwater pond is located in the central portion of the site.

OPEN SPACE/LANDSCAPING:
In accordance with the requirements of the Land Development Code, 20-percent of the total site area is required to remain as open space. The Major Development Plan reserves 14.64 acres, or 36-percent of the site as open space. Common recreation elements include a playground, and a dog park. Proposed landscape materials include Live Oaks, Ligustrun, Winged Elm, and Viburnum.

COMPREHENSIVE PLAN COMPLIANCE:
The proposed use of the property as depicted on the Major Development Plan is consistent with the Residential Low Suburban Future Land Use designation as detailed within the Future Land Use Element of the Comprehensive Plan.

ORANGE COUNTY NOTIFICATION:
The County was notified through the distribution of the DRC agenda.

PUBLIC HEARING SCHEDULE:
April 8, 2025 – Planning Commission (5:30 P.M.)
April 16, 2025 – City Council (7:00 P.M.)

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Development Review Committee (DRC):
The Development Review Committee recommends approval of the Plymouth Harbor Major Development Plan.

Planning Commission:
At the April 8, 2025 meeting, the Planning Commission unanimously recommended approval of the Plymouth Harbor Major Development Plan.

Recommended Motion – City Council:
Approve the Plymouth Harbor Major Development Plan.

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.

ATTACHMENTS:

1. Plymouth Harbor MDP
2. Map series

Ridgebrooke (aka Plymouth Harbor)
Major Development Plan

City of Apopka Florida Parcel I.D. # 25-20-27-0000-00-008; 021; 022
30-20-28-0484-00-040; 060; 085

for

Lennar Homes Orlando

LEGAL DESCRIPTION (PER TITLE COMMITMENT):

PARCEL 1:

LOTS 4 AND 5 OF BAILEY'S ADDITION TO PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 145, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND THAT EAST 1/2 PORTION OF SORRENTO AVENUE ADJACENT TO LOT 5 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #2022058372, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
SUBJECT TO A RIGHT-OF-WAY GRANTED TO ORANGE COUNTY ACROSS WEST 30 FEET OF LOT 5 IN DEED BOOK 997, PAGE 167, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE WEST 393 FEET THEREOF; AND THAT WEST 1/2 PORTION OF SORRENTO AVENUE ADJACENT TO LOTS 4, 5 AND 6 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #2022058372, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 3:

THE EAST HALF (1/2) OF THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 4:

THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; AND THAT WEST 1/2 PORTION OF SORRENTO AVENUE ADJACENT TO LOTS 4, 5 AND 6 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #2022058372, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
SUBJECT TO AN EASEMENT FOR RIGHT-OF-WAY GRANTED TO ORANGE COUNTY ACROSS THE EAST 30 FEET IN DEED BOOK 997, PAGE 166, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AS TO PARCELS 2, 3 AND 4, LESS AND EXCEPT:
THAT PORTION TAKEN BY THE FLORIDA EXPRESSWAY AUTHORITY, A BODY POLITIC AND CORPORATE AND AN AGENCY OF THE STATE UNDER THE LAWS OF THE STATE OF FLORIDA, BY THE STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10771, PAGE 1724 (NO LEGAL DESCRIPTION ATTACHED) AND DUPLICATE FILING WITH LEGAL DESCRIPTION IN OFFICIAL RECORDS BOOK 10779, PAGE 2159; OFFICIAL RECORDS BOOK 10780, PAGE 5828 (LEGAL DESCRIPTION UNREADABLE) AND OFFICIAL RECORDS BOOK 10780, PAGE 6572; AND STIPULATED FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT # 20160259721, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 5:

PART OF LOT 6, OF BAILEY'S ADDITION TO PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 145, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, THENCE NORTH 00 DEGREES 06'17" EAST 1667.05 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SECTION LINE NORTH 87 DEGREES 56'33" EAST 20.01 FEET TO THE POINT OF BEGINNING, BEING NORTH 00 DEGREES 06'17" EAST 2.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 00 DEGREES 06'17" EAST 326.52 FEET ALONG THE WEST LINE OF SAID LOT 6; THENCE DEPARTING SAID WEST LINE NORTH 87 DEGREES 59'04" EAST 601.92 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT OF THE WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD, A 60' RIGHT OF WAY; AND THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 00 DEGREES 14'30" EAST 326.01 FEET TO A POINT BEING NORTH 00 DEGREES 14'30" WEST 2.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 87 DEGREES 56'33" WEST 603.91 FEET ALONG A LINE BEING 2.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING; AND THAT EAST 1/2 PORTION OF SORRENTO AVENUE LYING ADJACENT TO LOT 6 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #2022058372, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. LESS EXISTING RIGHT-OF-WAY TO PLYMOUTH SORRENTO ROAD.
SUBJECT TO AN EASEMENT FOR RIGHT-OF-WAY GRANTED TO ORANGE COUNTY ACROSS WEST 30 FEET OF LOT 6 IN DEED BOOK 997, PAGE 167; AND SUBJECT TO AN INGRESS EGRESS EASEMENT OVER THE SOUTH 20 FEET THEREOF BY THE EASEMENT IN OFFICIAL RECORDS BOOK 5820, PAGE 3121, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 6:

1. THE NORTH 1/2 OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; AND THAT WEST 1/2 PORTION OF SORRENTO AVENUE LYING ADJACENT TO LOT 6 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #2022058372, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. LESS EXISTING RIGHT-OF-WAY TO PLYMOUTH SORRENTO ROAD. AND, LESS THE EAST 30 FEET THEREOF FOR ROAD RIGHT-OF-WAY PER RIGHT-OF-WAY AGREEMENT RECORDED IN DEED BOOK 997, PAGE 165, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 7:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ALL LYING AND BEING IN ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY BY STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 10729, PAGE 4077 AND OFFICIAL RECORDS BOOK 10765, PAGE 6293, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.

PARCEL 8:

PART OF LOTS 6, 9, AND 10, BAILEY'S ADDITION TO PLYMOUTH, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 145, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; RUN NORTH 00 DEGREES 06 MINUTES 17 SECONDS EAST 1168.57 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25 TO A POINT ON A LINE BEING 20.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 6, 9 AND 10; THENCE DEPARTING SAID SECTION LINE NORTH 88 DEGREES 02 MINUTES 32 SECONDS EAST 20.01 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT OF WAY LINE OF SORRENTO AVENUE FOR A POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00 DEGREES 06 MINUTES 17 SECONDS EAST 498.51 FEET TO A POINT BEING 2.01 FEET NORTH 00 DEGREES 06 MINUTES 17 SECONDS EAST OF THE SOUTHWEST CORNER OF SAID LOT 6; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE NORTH 87 DEGREES 56 MINUTES 33 SECONDS EAST 603.91 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD, A 60 FOOT RIGHT OF WAY, AND THE EAST LINE OF SAID LOTS 6, 9 AND 10, SAID POINT ALSO BEING 2.00 FEET NORTH 00 DEGREES 14 MINUTES 30 SECONDS WEST OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG SAID RIGHT OF WAY LINE AND THE EAST LINE OF SAID LOTS 6 AND 9 SOUTH 00 DEGREES 14 MINUTES 30 SECONDS EAST 32.02 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 87 DEGREES 56 MINUTES 33 SECONDS WEST 180.09 FEET; TO A POINT ON A LINE BEING 180.00 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD, THENCE ALONG SAID PARALLEL LINE SOUTH 00 DEGREES 14 MINUTES 30 SECONDS EAST 467.13 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 88 DEGREES 02 MINUTES 32 SECONDS WEST 426.81 FEET TO THE POINT OF BEGINNING.

by

G L SUMMITT
ENGINEERING INC

Project Team

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Plymouth Harbor, LLC
P.O. Box 485
Mount Dora, FL 32756
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Fx:

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Lennar Orlando
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Fx:

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Spectrum Networks
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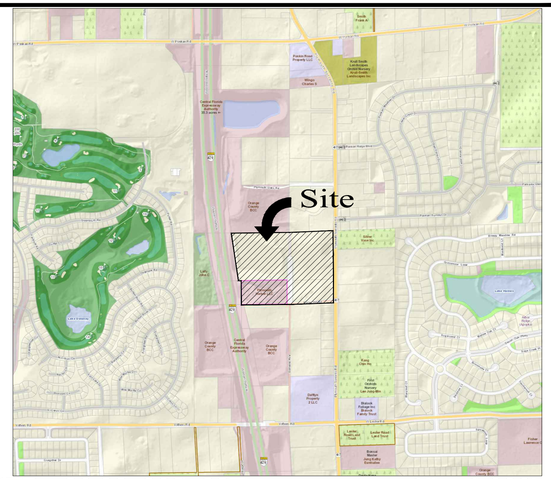
Vicinity Map



STR: 20,28, 20S, 28E 1" = 1,000'

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1	Coversheet	12-08-24
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10-11	Detailed Site Plan(s)	12-08-24
12-13	Utility Plan(s)	12-08-24
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16	Plymouth Sorrento Rd. Turn Lane Plan	12-08-24
17	Plymout Sorrento Rd. Offsite Utilties Connections	12-08-24
18-19	Truck Turning Plan(s)	12-08-24
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23	General Details	12-08-24
24	Architectural Elevations	12-08-24

G L SUMMITT
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This item has been digitally signed and sealed by Geoffrey L. Summitt, P.E. on *Dec 12 2024*

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Lennar Homes Orlando
6675 Westwood Blvd.
Orlando, FL 32821

Ridgebrooke Subdivision
City of Apopka, Florida

Major Development Plan

Coversheet

Plans not valid unless Signed, Dated and Seal is Shown.

GEOFFREY L. SUMMITT, P.E.
Date: December 08, 2024
FL Registration #58775
Certificate of Authorization #29665

Digitally signed by Geoffrey L. Summitt
Date: 2024.12.12 14:36:43 -05'00'

NO.	DATE	DESCRIPTION
1	12-08-24	Revised per City Comments

SHEET NUMBER
1 OF 24

ABBREVIATIONS

A

A	AREA
AB	ANCHOR BOLT
ABD	ABANDON(ED)
AC	ACRE(S)
AC-FT	ACRE FOOT/FEET
ACP	ASBESTOS CEMENT PIPE
ADDL	ADDITIONAL
ADT	AVERAGE DAILY TRAFFIC
AL	ALUMINUM
ALT	ALTERNATE
AM	BEFORE NOON
AMP	AMPERE(S)
APPROX	APPROXIMATE
ARV	AIR RELEASE VALVE
ARVV	AIR RELEASE VACUUM VALVE
ASPH	ASPHALT
ASSY	ASSEMBLY
AVE	AVENUE
AVG	AVERAGE
AZ	AZIMUTH

B

BFP	BACKFLOW PREVENTER
BL	BASELINE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BENCH MARK
BND	BOUNDARY
BO	BLOWOFF
BOC	BACK OF CURB
BOT	BOTTOM
BRG	BEARING
BS	BOTTOM OF SLOPE
BV	BUTTERFLY VALVE

C

CAP	CAPACITY
CB	CATCH BASIN
CC	CENTER TO CENTER
CEM	CEMENT
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
C&G	CURB AND GUTTER
CI	CAST IRON
CIP	CAST IRON PIPE
CJ	CONSTRUCTION JOINT
C/L	CENTER LINE
CLP	CONCRETE LIGHT POLE
CLR	CLEAR/CLEARANCE
CLS	CLASS
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE ARCH
CND	CONDUIT
CO.	COUNTY
CO	CLEANOUT
COL	COLUMN
COMP	COMPLETE
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCT(ION)
CONT	CONTINUOUS
COORD	COORDINATE(S)
COR	CORNER
CPLG	COUPLING
CPP	CONCRETE POWER POLE
CS	CONTROL STRUCTURE
CTG	COATING
CTR	CENTER
CTV	CABLE TELEVISION
CULV	CULVERT
CY	CUBIC YARD
CYL	CYLINDER

D

DBL	DOUBLE
DEG OR °	DEGREE
DEFL	DEFLECT(ION)
DEPT	DEPARTMENT
DET	DETAIL
DHWL	DESIGN HIGH WATER LEVEL
DI	DUCTILE IRON
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DISCH	DISCHARGE
DIST	DISTANCE
DMH	DROP MANHOLE
DN	DOWN
DRN	DRAIN
DWG	DRAWING
DWY	DRIVEWAY

E

E	EAST
EA	EACH
EC	EDGE OF CONCRETE
ED	ENERGY DISSIPATOR
EF	EACH FACE
EFF	EFFLUENT
EG	EXISTING GRADE
E/L	EASEMENT LINE
ELB	ELBOW
ELEC	ELECTRIC
ELEV	ELEVATION
ELLIP	ELLIPSE/ELLIPTICAL
ENC	ENCASEMENT
ENG	ENGINEER(ING)
EOP	EDGE OF PAVEMENT
EQ	EQUAL/EQUATION
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
ESMT	EASEMENT
EST	ESTIMATE
EW	EACH WAY
EWL	ENDWALL
EXC	EXCAVATE/EXCAVATION
EXIST	EXISTING
EXP	EXPAND/EXPANSION
EXT	EXTEND/EXTENSION

F

F&C	FRAME AND COVER
FD	FLOOR DRAIN
FDN	FOUNDATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
F&I	FURNISH AND INSTALL
FIG	FIGURE
FIN	FINISHED
FIT	FITTING
FL	FENCE LINE
FLR	FLOOR
FLEX	FLEXIBLE
FLG	FLANGE
FM	FORCE MAIN
FND	FOUND
FPH	FEET PER HOUR
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FT	FEET/FOOT
FTG	FOOTING

G

GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GM	GAS MAIN
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GPS	GALLONS PER SECOND
GR	GUARD RAIL
GRD	GROUND/GRADE
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
GV&B	GATE VALVE AND BOX
GW	GUY WIRE
GWT	GROUND WATER TABLE

H

HB	HOSE BIBB
HDPE	HIGH DENSITY POLYETHYLENE
HDW	HARDWARE
HORIZ	HORIZONTAL
HP	HORSEPOWER
HR	HOUR
HT	HEIGHT
HW	HEADWALL
HWL	HIGH WATER LEVEL
HWY	HIGHWAY
HYD	HYDRAULIC

I

I-4	INTERSTATE HIGHWAY
IA	INTERSECTION ANGLE
ID	INSIDE DIAMETER
IF	INSIDE FACE
IN	INCHES
INL	INLET
INS	INSERT
INST	INSTALL
IP	IRON PIPE
IR	IRON ROD
INT	INTERSECT/INTERSECTION
INV	INVERT

J

JB	JUNCTION BOX
JCT	JUNCTION
JST	JOIST
JT	JOINT

L

L	LENGTH
LAT	LATITUDE
LATL	LATERAL
LB	POUND
LF	LINEAR FEET/FOOT
LG	LONG
LIM	LIMIT(S)
LP	LIGHT POLE
LONG	LONG
LT	LEFT
LWL	LOW WATER LEVEL

M

MAINT	MAINTENANCE
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
ME	MITERED END
MFR	MANUFACTURER
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MHC	MANHOLE COVER
MHWL	MEAN HIGH WATER LEVEL
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MLP	METAL LIGHT POLE
MLWL	MEAN LOW WATER LEVEL
MON	MONUMENT
MPH	MILES PER HOUR
MSL	MEAN SEA LEVEL
MTG	MOUNTING

N

NORTH	NORTH
N	NORTH
NA	NOT APPLICABLE
N&C	NAIL AND CAP
NE	NORTHEAST
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO OR #	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
NW	NORTHWEST
NWL	NORMAL WATER LEVEL

O

OC	ON CENTER
OD	OUTSIDE DIAMETER
OE	OR EQUAL
OPNG	OPENING
OPP	OPPOSITE
ORCP	OVAL REINFORCED CONCRETE PIPE
OS	OUTFALL STRUCTURE
OVFL	OVERFLOW
OVHD	OVERHEAD

P

PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PEP	POLYETHYLENE PIPE
PFGP	PROFILE GRADE POINT
PI	POINT OF INTERSECTION
P/L	PROPERTY LINE
POB	POINT OF BEGINNING
POJ	PUSH ON JOINT
PP	POWER POLE
PR	PHONE RISER
PRC	POINT OF REVERSE CURVATURE
PRESS	PRESSURE
PROJ	PROJECT
PROP	PROPOSED
PRVC	POINT OF REVERSE VERTICAL CURVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER

Q

Q	FLOW RATE

R

R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE ARCH
RD	ROAD
RDY	ROADWAY
RED	REDUCER
REF	REFERENCE
REINF	REINFORCE(D)
REQD	REQUIRED
REV	REVISE/REVISION
RPM	REVOLUTIONS PER MINUTE
RR	RAILROAD
RT	RIGHT
RV	RELIEF VALVE
R/W	RIGHT-OF-WAY
RWM	REUSE WATER MAIN

S

S	SOUTH
SAN	SANITARY SEWER
SB	SPLASH BLOCK
SCH	SCHEDULE
SD	SIDE DRAIN
SDN	SHELF DRAIN
SE	SOUTHEAST
SEC	SECONDS
SECT	SECTION
SH	SHEET
SHGWT	SEASONAL HIGH GROUND WATER TABLE
SIM	SIMILAR
S/L	SETBACK LINE
SL	SLOPE
SM	SHEET METAL
SPEC	SPECIFICATION(S)
SQ	SQUARE
SQ IN	SQUARE INCH(ES)
SQ FT	SQUARE FOOT/FEET
SQ YD	SQUARE YARD(S)
SR	STATE ROAD
SS	STAINLESS STEEL
ST	STREET
STA	STATION
STD	STANDARD
STL	STEEL
STR	STRUCTURE
STS	STORM SEWER
SUP	SUPPORT
SUSP	SUSPEND/SUSPENSION
SVC	SERVICE
SW	SOUTHWEST
SWK	SIDEWALK
SYM	SYMBOL(S)
SYMM	SYMMETRICAL
SYS	SYSTEM

T

T	TANGENT
TB	TURFBLOCK
T&B	TOP AND BOTTOM
TBM	TEMPORARY BENCH MARK
TC	TIME OF CONCENTRATION
TD	TRENCH DRAIN
TDH	TOTAL DYNAMIC HEAD
TECH	TECHNICIAN/TECHNICAL
TEMP	TEMPORARY
TL	TERMINAL LAMPHOLE
TOB	TOP OF BANK
TOC	TOP OF CURB
TOS	TOE OF SLOPE
TOT	TOTAL
TS	TOP OF SLOPE
TWP	TOWNSHIP
TYP	TYPICAL

U

UD	UNDERDRAIN
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
UTC	UNDERGROUND TELEPHONE CABLE

V

VB	VALVE BOX
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VPC	VERTICAL POINT OF CURVE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY

W

W	WEST
W/	WITH
WM	WATER MAIN
W/O	WITHOUT
WP	WATER/WEATHER PROOF
WPP	WOOD POWER POLE
WS	WATER SURFACE
WSWT	WET SEASON WATER TABLE
WT	WEIGHT
WV	WATER VALVE
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH

Y

YD	YARD
YR	YEAR

MISC

&	AND
@	AT
△	DELTA

EXISTING SYMBOLS

LINES

- CENTER LINE
- WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- GUARDRAIL
- EXISTING PLATS
- RETAINING WALL
- RIGHT-OF-WAY LINE (R/W)
- SHORELINE
- SWALE
- BUILDING LINE
- CONTOURS (81 / 80)
- RAILROAD TRACKS
- GAS MAIN (GAS)
- UNDERGROUND ELECTRIC (UE)
- UNDERGROUND TELEPHONE (UGT)
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE
- UNDERGROUND CABLE TELEVISION (CTV)
- EASEMENT

SANITARY

- SANITARY SEWER LINE
- CLEANOUT
- FORCE MAIN (FM)
- MANHOLE

WATER & REUSE WATER

- WATER MAIN 6" PVC PIPE (6"WM)
- REUSE WATER MAIN (RM)
- BACKFLOW PREVENTOR
- WATER VALVE
- FIRE HYDRANT
- WATER METER

STORM DRAIN

- STORM SEWER
- MANHOLE
- MITERED END
- STORM INLET
- FDOT TYPE 6 INLET
- FDOT TYPE 1 INLET
- FDOT TYPE 2 INLET
- FDOT TYPE 3 INLET
- FDOT TYPE 4 INLET
- FDOT TYPE 5 INLET

HIGHWAY & UTILITIES

- BENCHMARK
- RECOVERED 4x4 CM
- SET 4x4 CM
- SET IRON ROD
- RECOVERED IRON ROD
- CONCRETE
- COUNTY ROADS (520)
- INTERSTATE ROADS (95)
- STATE ROADS (50)
- WOOD AND/OR METAL LIGHT POLE
- CONCRETE LIGHT POLE
- YARD LIGHT
- MISCELLANEOUS SIGN
- SECTION CORNER (16 / 15 / 21 / 22)
- EDGE OF PAVEMENT W/O CURB
- EDGE OF PAVEMENT W/CURB
- GUY POLE
- WOOD UTILITY POLE
- CONCRETE UTILITY POLE
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE RISER
- ELECTRIC BOX / TRANSFORMER
- WELL
- MONITORING WELL
- DUMPSTER
- RR CROSSING SIGN
- RR CROSSING GATE
- TRAFFIC SIGNAL POLE
- SATALITE DISH
- GUY WIRE
- HANDICAP PARKING
- SPOT ELEVATION (99.50)
- BRICK PAVERS
- DIRT ROAD
- 8" MAPLE TREE
- 8" OAK TREE
- 8" PINE TREE
- 8" PALM TREE
- 8" MISC. TREE

PROPOSED SYMBOLS

LINES

- BOUNDARY
- CONSERVATION SETBACK
- CENTER LINE
- CHAIN LINK FENCE
- CONTOUR (81 / 80)
- EASEMENT
- FENCE
- GUARDRAIL
- LOT LINE
- PROPERTY LINE (P/L)
- RETAINING WALL
- RIGHT-OF-WAY LINE (R/W)
- SETBACK LINE
- SHORELINE
- SWALE
- TREE LINE

SANITARY

- 100 LF SAN 8 PVC 0.40% — 100 LINEAR FEET SANITARY 8" PVC PIPE @ 0.40% SLOPE
- CLEANOUT
- DOUBLE SANITARY SERVICE
- FORCE MAIN (FM)
- MANHOLE

WATER & REUSE WATER

- WATER MAIN (WM)
- 11 1/2° BEND
- 22 1/2° BEND
- 45° BEND
- 90° BEND
- TEE
- CROSS
- CHECK VALVE
- DOUBLE DETECTOR CHECK VALVE
- DOUBLE WATER SERVICE
- GATE VALVE
- FIRE HYDRANT
- METER (M)
- REDUCER
- BLOWOFF
- BACKFLOW PREVENTER (GNANO)
- SAMPLE POINT (SP 2)
- UNDERDRAIN CEANOUT
- RECLAIMED WATER MAIN (RM)
- REUSE WATER SYSTEM CONNECTION
- DOUBLE REUSE WATER SERVICE

STORM DRAIN

- 100 LF STS 24 RCP @ 0.20% — 100 LINEAR FEET STORM PIPE 24" REINFORCED CONCRETE PIPE @ 0.20%
- UNDERDRAIN 6" PVC PIPE
- DRAINAGE FLOW DIRECTION
- FDOT INLET TYPE 1
- FDOT INLET TYPE 2
- FDOT INLET TYPE 3
- FDOT INLET TYPE 4
- FDOT INLET TYPE 5
- FDOT INLET TYPE 6
- MANHOLE
- MITERED END SECTION
- SLOPE DIRECTION ARROW FOR POND SIDE SLOPE
- 100.00 — SPOT ELEVATION
- STORM INLET

HIGHWAY & UTILITIES

- BOUND CORNER
- CONCRETE
- COUNTY ROADS (520)
- DETAIL REFERENCE (901 / 24)
- DUMPSTER PAD
- FF=98.76 / TYPE A — FINISHED FLOOR ELEVATION W/ FHA LOT TYPE
- GUY POLE
- HANDICAP PARKING
- INTERSTATE ROADS (95)
- LIGHT POLE
- SIGNS
- SECTION CORNER (16 / 15 / 21 / 22)
- STATE ROADS (50)
- SILT FENCE
- TRAFFIC FLOW PAVEMENT MARKING
- UTILITY POLE
- BLDG OR STRUCTURE
- TYPE F CURB & GUTTER
- MIAMI CURB
- CROSS SECTION DETAIL (901 / 24)

G L SUMMITT ENGINEERING INC
Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
phone: 407-323-0705
fax: 407-992-8650
www.GLSeng.com

Lennar Homes Orlando
6675 Westwood Blvd.
Orlando, FL 32821

Ridgebrooke Subdivision
City of Apopka, Florida

Major Development Plan

Symbols & Abbreviations

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date: December 08, 2024
FL Registration #58775
Certificate of Authorization #29665

Revisions

NO.	DATE	DESCRIPTION
1	##/##/##	##########################
2	##/##/##	##########################
3	##/##/##	##########################
4	##/##/##	
5	##/##/##	
6	##/##/##	
7	##/##/##	
8	##/##/##	
9	##/##/##	
10	##/##/##	

SHEET NUMBER
2 OF 24

LEGAL DESCRIPTION (PER TITLE COMMITMENT):

PARCEL 1:

LOTS 4 AND 5 OF BAILEY'S ADDITION TO PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 145, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND THAT EAST 1/2 PORTION OF SORRENTO AVENUE ADJACENT TO LOT 5 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #20220583272, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
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THE NORTH QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE WEST 393 FEET THEREOF; AND THAT WEST 1/2 PORTION OF SORRENTO AVENUE ADJACENT TO LOTS 4, 5 AND 6 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #20220583272, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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SUBJECT TO AN EASEMENT FOR RIGHT-OF-WAY GRANTED TO ORANGE COUNTY ACROSS WEST 30 FEET OF LOT 6 IN DEED BOOK 997, PAGE 167; AND SUBJECT TO AN INGRESS EGRESS EASEMENT OVER THE SOUTH 20 FEET THEREOF BY THE EASEMENT IN OFFICIAL RECORDS BOOK 5820, PAGE 3121, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NUMBER: 11372767
ISSUING OFFICE FILE NUMBER: 11041-000052-FL
COMMITMENT DATE: 09/13/2023 @ 11:00 PM

BII EXCEPTONS

ITEM 5: AFFECTS; BLANKET IN NATURE (PARCELS 1 & 5)
ITEM 6: AFFECTS; BLANKET IN NATURE (PARCEL 2)
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ITEM 8: AS SHOWN; PARCEL 5
ITEM 9: AFFECTS; NOT PLOTTABLE
ITEM 10: AFFECTS; BLANKET IN NATURE (PARCELS 1-4)

A. THIS MAP OF SURVEY IS CERTIFIED TO:

LENNAR HOMES, LLC
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

B. THE SURVEY SHOWN AND DESCRIBED HEREON WAS REVIEWED BY THE CERTIFYING SURVEYOR AND MAPPER IN THE OFFICE AND IN THE FIELD ON THE FOLLOWING DATE: 10/09/23. THE SURVEY WAS LAST REVIEWED IN THE FIELD ON THE FOLLOWING DATE: 10/2023.

C. THE LANDS SHOWN HEREON LIE WITHIN ZONE X ACCORDING TO "FIRM" MAP NUMBER 12095C0110H, EFFECTIVE 09/24/2021.

D. BEARINGS SHOWN HEREON ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.

E. ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY BENCHMARK S-1579-023 HAVING AN ELEVATION OF 127.46' (NAVD 88).

F. THE MEASUREMENTS SHOWN HEREON ARE IN U.S. SURVEY FEET. THE ACCURACY OF THIS SURVEY EXCEEDS THE REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE 5J-17.

G. UNDERGROUND UTILITIES WERE NOT LOCATED BY THIS SURVEYOR.

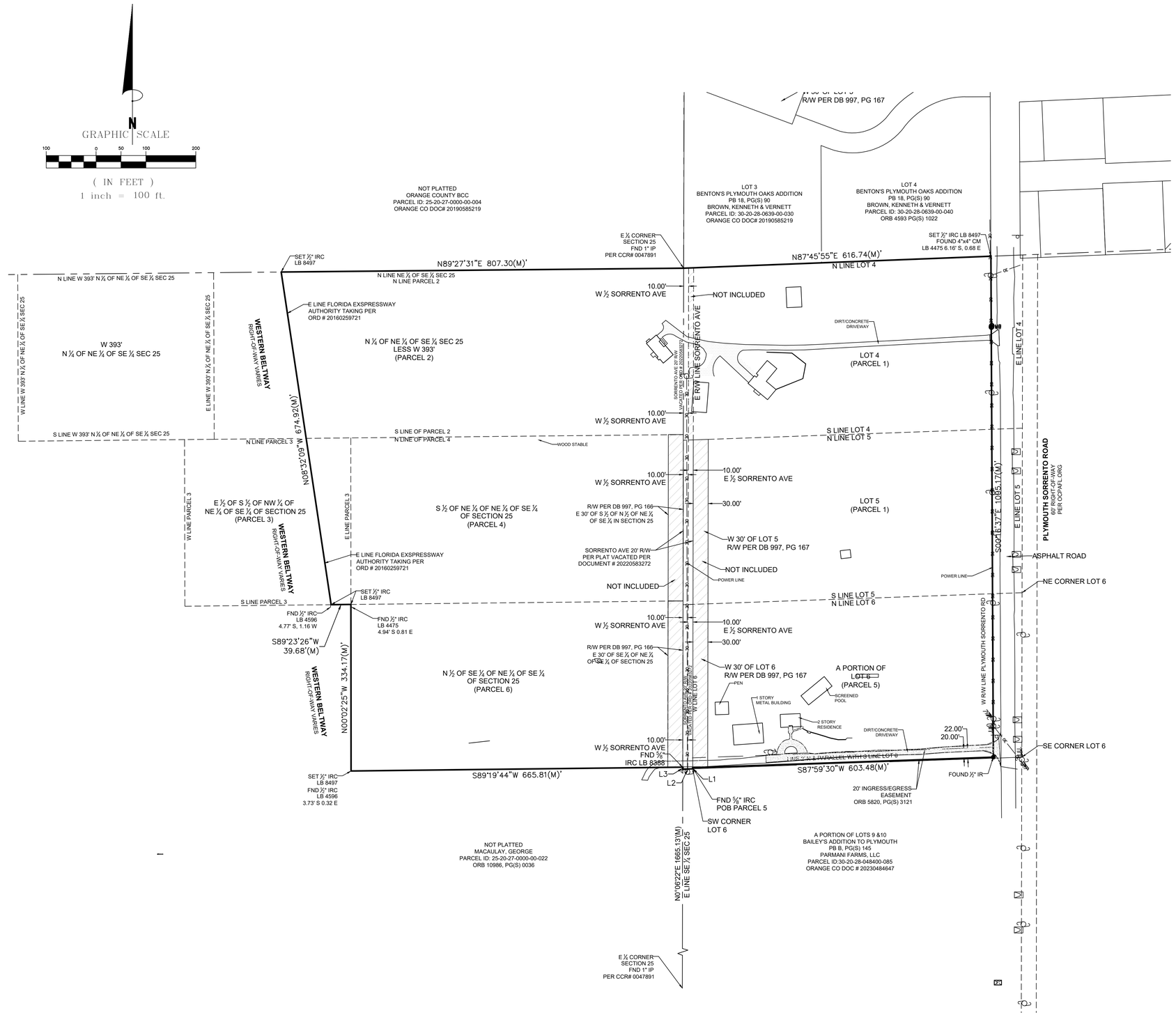
H. THERE WAS NO EVIDENCE OF RECENT EARTHWORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

I. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

J. THIS PROPERTY HAS DIRECT ACCESS TO PLYMOUTH SORRENTO RD, WHICH IS A PUBLIC RIGHT-OF-WAY.

K. THE LEGAL DESCRIPTION PREPARED BY THIS SURVEYOR DESCRIBES ONE AND THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT REFERENCED ON THIS SURVEY.

L. EACH OF THE LOTS WITHIN PARCEL XXXXX ARE CONTIGUOUS ALONG THEIR RESPECTIVE BOUNDARIES WITHOUT ANY GAPS, GORE OR HIATUSES.



MIZO & ASSOCIATES, LLC
PROFESSIONAL LAND SURVEYORS
1407 CUMBIE STREET
ORLANDO, FL 32804
(321) 200-4904
LICENSE BUSINESS NUMBER 8497

ALTA/NSPS LAND TITLE SURVEY

10/09/23

PREPARED FOR:
LENNAR HOMES
6675 WESTWOOD BOULEVARD #500
ORLANDO, FLORIDA 32821-8061

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
LYING IN
SECTIONS 30, TOWNSHIP 20 SOUTH, RANGE 30 EAST

SHEET
1 OF 4

LEGAL DESCRIPTION (PER TITLE COMMITMENT):

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CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NUMBER: 11372767
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LENNAR HOMES, LLC
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

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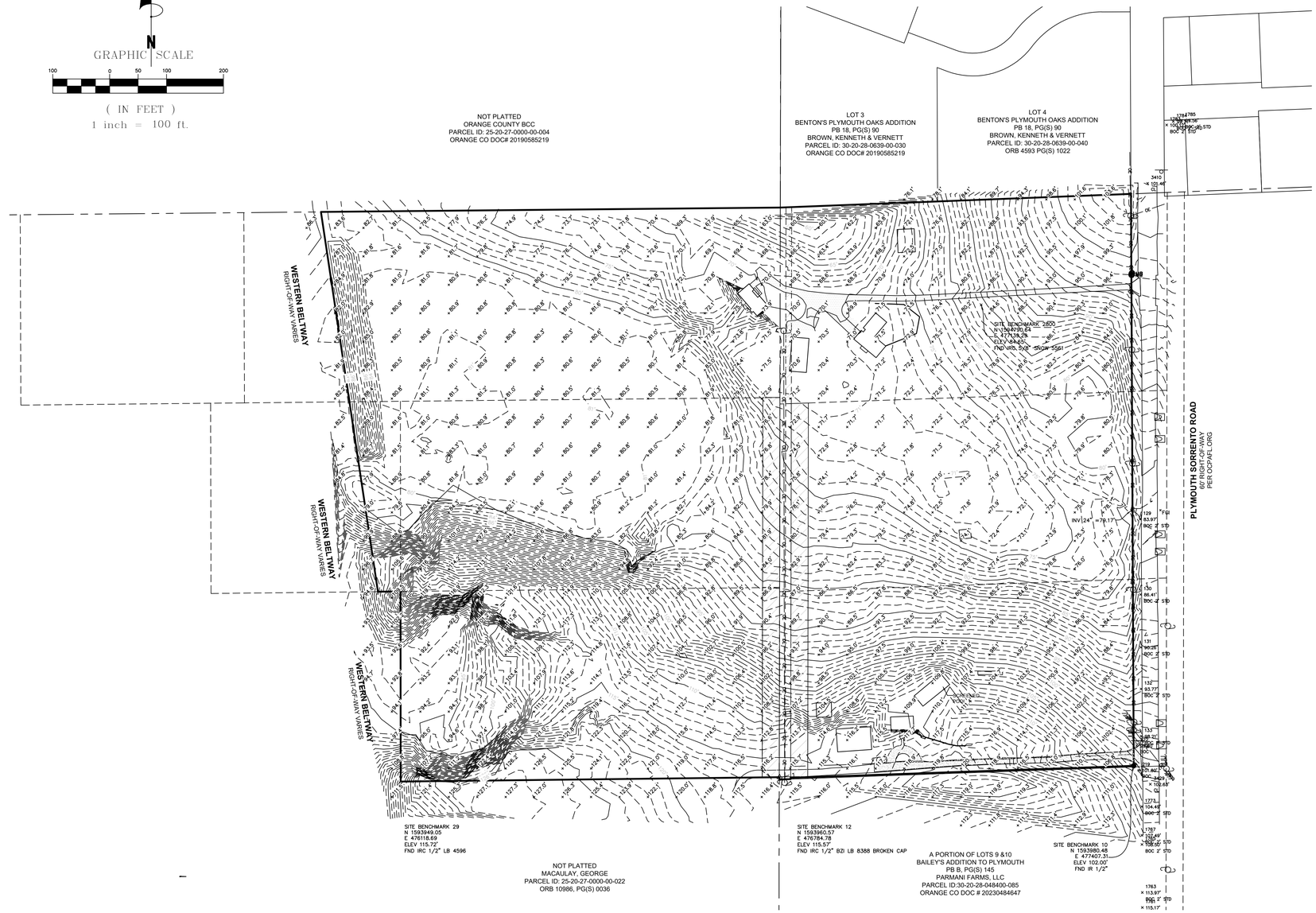
N

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.



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PROFESSIONAL LAND SURVEYORS
1407 CUMBIE STREET
ORLANDO, FL 32804
(321) 200-4904
LICENSE BUSINESS NUMBER 8497

10/09/23

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR:
LENNAR HOMES
6675 WESTWOOD BOULEVARD #500
ORLANDO, FLORIDA 32821-8061

ALTA/NSPS LAND TITLE SURVEY
LYING IN
SECTIONS 30, TOWNSHIP 20 SOUTH, RANGE 30 EAST

SHEET
2 OF 4

LEGAL DESCRIPTION (PER TITLE COMMITMENT):

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PARCEL 5:

PART OF LOT 6, OF BAILEY'S ADDITION TO PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 145, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, THENCE NORTH 00 DEGREES 06'17" EAST 1667.05 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE DEPARTING SAID SECTION LINE NORTH 87 DEGREES 56'33" EAST 20.01 FEET TO THE POINT OF BEGINNING, BEING NORTH 00 DEGREES 06'17" EAST 2.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 00 DEGREES 06'17" EAST 326.52 FEET ALONG THE WEST LINE OF SAID LOT 6; THENCE DEPARTING SAID WEST LINE NORTH 87 DEGREES 59'04" EAST 601.92 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT OF THE WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD, A 60' RIGHT OF WAY; AND THE NORTHEAST CORNER OF SAID LOT 6; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 00 DEGREES 14'30" EAST 326.01 FEET TO A POINT BEING NORTH 00 DEGREES 14'30" WEST 2.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 87 DEGREES 56'33" WEST 603.91 FEET ALONG A LINE BEING 2.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING; AND THAT EAST 1/2 PORTION OF SORRENTO AVENUE LYING ADJACENT TO LOT 6 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #2022058372, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. LESS EXISTING RIGHT-OF-WAY TO PLYMOUTH SORRENTO ROAD.
SUBJECT TO AN EASEMENT FOR RIGHT-OF-WAY GRANTED TO ORANGE COUNTY ACROSS WEST 30 FEET OF LOT 6 IN DEED BOOK 997, PAGE 167; AND SUBJECT TO AN INGRESS EGRESS EASEMENT OVER THE SOUTH 20 FEET THEREOF BY THE EASEMENT IN OFFICIAL RECORDS BOOK 5820, PAGE 3121, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 6:

THE NORTH 1/2 OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; AND THAT WEST 1/2 PORTION OF SORRENTO AVENUE LYING ADJACENT TO LOT 6 BY RESOLUTION GRANTING PETITION TO VACATE #20-01-002 RECORDED IN OFFICIAL RECORDS INSTRUMENT #2022058372, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. LESS EXISTING RIGHT-OF-WAY TO PLYMOUTH SORRENTO ROAD. AND, LESS THE EAST 30 FEET THEREOF FOR ROAD RIGHT-OF-WAY PER RIGHT-OF-WAY AGREEMENT RECORDED IN DEED BOOK 997, PAGE 165, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NUMBER: 11372767
ISSUING OFFICE FILE NUMBER: 11041-000052-FL
COMMITMENT DATE: 09/13/2023 @ 11:00 PM

BII EXCEPTONS

ITEM 5: AFFECTS; BLANKET IN NATURE (PARCELS 1 & 5)
ITEM 6: AFFECTS; BLANKET IN NATURE (PARCEL 2)
ITEM 7: AS SHOWN; PARCELS 1, 4, 5 & 6
ITEM 8: AS SHOWN; PARCEL 5
ITEM 9: AFFECTS; NOT PLOTTABLE
ITEM 10: AFFECTS; BLANKET IN NATURE (PARCELS 1-4)

MIZO & ASSOCIATES, LLC
PROFESSIONAL LAND SURVEYORS
1407 CUMBIE STREET
ORLANDO, FL 32804
(321) 200-4904
LICENSE BUSINESS NUMBER 8497

ALTA/NSPS LAND TITLE SURVEY

10/09/23

PREPARED FOR:
LENNAR HOMES
6675 WESTWOOD BOULEVARD #500
ORLANDO, FLORIDA 32821-8061

ALTA/NSPS LAND TITLE SURVEY
LYING IN
SECTIONS 30, TOWNSHIP 20 SOUTH, RANGE 30 EAST

SHEET
3 OF 4

TREE TABLE			
Point #	Northing	Easting	Description
6000	1594001	477088	OAK 8"
6001	1594002	477075	OAK 14"
6002	1594010	477075	OAK 14"
6003	1594015	477074	OAK 14"
6004	1594007	477097	OAK 10"
6005	1594000	477101	OAK 16"
6006	1594003	477109	OAK 20"
6007	1594002	477123	OAK 16"
6008	1594009	477126	OAK 10"
6009	1594010	477120	OAK 8"
6010	1593997	477036	OAK 12"
6011	1593998	477054	OAK 18"
6012	1593998	477033	OAK 12"
6013	1594032	477026	OAK 30"
6014	1594058	477099	OAK 16"
6015	1594100	477096	OAK 24"
6016	1594081	477075	OAK 36"
6017	1594080	477003	OAK 48"
6018	1594003	477149	OAK 14"
6019	1594012	477147	OAK 16"
6020	1594010	477152	OAK 16"
6021	1594011	477160	OAK 12"
6022	1594014	477172	OAK 22"
6023	1594034	477148	OAK 30"
6024	1594056	477119	OAK 20"
6025	1594060	477122	OAK 24"
6026	1594057	477127	OAK 16"
6027	1594062	477149	OAK 18"
6028	1593993	476971	PAL 14"
6033	1594093	477338	PIN 20"
6034	1594123	477311	OAK 24"
6035	1594094	477277	OAK 24"
6036	1594086	477274	OAK 24"
6037	1594008	477300	OAK 30"
6038	1594011	477300	OAK 16"
6039	1594011	477325	OAK 42"
6040	1594015	477347	OAK 24"
6041	1594007	477281	OAK 8"
6042	1594006	477276	OAK 30"
6043	1594033	477381	OAK 12"
6044	1594048	477378	PAL 14"
6045	1594034	477382	PIN 20"
6046	1594056	477367	PIN 16"
6047	1594071	477379	OAK 8"
6048	1594060	477387	OAK 36"
6049	1594014	477296	OAK 16"
6050	1594011	477273	OAK 18"
6051	1594087	477225	OAK 16"
6052	1594073	477218	OAK 24"
6053	1594061	477223	OAK 20"
6054	1594036	477222	OAK 12"
6055	1594031	477221	OAK 12"
6056	1594005	477218	OAK 42"
6057	1594157	477277	PIN 12"
6058	1594179	477255	PIN 12"
6059	1594179	477253	OAK 28"
6060	1594214	477218	OAK 48"
6061	1594200	477192	PIN 12"
6062	1594152	477222	OAK 20"
7000	1594624	476397	OAK 32"

TREE TABLE			
Point #	Northing	Easting	Description
7001	1594682	476460	OAK 36"
7002	1594759	476581	OAK 32"
7003	1594542	476696	OAK 12"
7004	1594525	476684	OAK 16"
7005	1594487	476673	OAK 12"
7006	1594457	476656	OAK 10"
7007	1594417	476617	OAK 10"
7008	1594398	476596	OAK 36"
7009	1594356	476597	OAK 30"
7010	1594713	476778	OAK 54"
7011	1594732	476776	OAK 24"
7012	1594599	476747	OAK 24"
7013	1594764	476629	OAK 10"
7014	1594772	476732	OAK 36"
7015	1594597	476877	OAK 54"
7016	1594558	476895	OAK 28"
7017	1594557	476807	OAK 28"
7018	1594535	476888	OAK 24"
7019	1594537	476889	OAK 22"
7020	1594592	476951	OAK 30"
7021	1594616	476980	OAK 16"
7022	1594528	477124	OAK 72"
7023	1594411	477085	OAK 44"
7024	1594310	476887	OAK 32"
7025	1594289	476922	OAK 18"
7026	1594291	476927	OAK 24"
7027	1594285	476952	OAK 16"
7028	1594294	477001	OAK 24"
7029	1594293	477039	OAK 12"
7030	1594391	477130	OAK 42"
7031	1594316	477137	OAK 42"
7032	1594312	477197	OAK 48"
7033	1594300	477110	OAK 24"
7035	1594346	477226	OAK 14"
7036	1594311	477235	OAK 28"
7037	1594315	477249	OAK 20"
7038	1594303	477260	OAK 12"
7039	1594302	477298	OAK 14"
7040	1594294	477336	OAK 16"
7041	1594306	477344	OAK 54"
7042	1594398	477399	OAK 12"
7043	1594400	477401	OAK 12"
7044	1594447	477242	OAK 28"
7045	1594847	477016	OAK 28"
7046	1594859	477017	OAK 32"
7047	1594762	476979	OAK 28"
7048	1594768	476980	OAK 44"
7049	1594807	477166	OAK 36"
7050	1594761	476911	OAK 48"
7051	1594741	476843	OAK 32"
7052	1594738	476847	OAK 24"
7053	1594727	476850	OAK 26"
7054	1594712	476846	OAK 40"
7055	1594809	476775	OAK 32"
7056	1594814	476761	OAK 52"
7057	1594861	476733	OAK 44"
7058	1594878	476731	OAK 10"
7059	1594896	476705	OAK 14"
7060	1594215	477392	OAK 10"
7061	1594290	477379	PAL 14"
7062	1594255	477224	OAK 16"
7063	1594278	477226	OAK 20"
7064	1594208	477150	OAK 54"
7065	1594226	477143	OAK 28"
7066	1594209	477135	OAK 20"
7067	1594165	477078	OAK 20"
7068	1594172	477078	OAK 24"
7069	1594264	477073	OAK 30"
7070	1594263	477036	OAK 36"
7071	1594227	477072	OAK 52"
7072	1594276	477006	OAK 30"
7073	1594259	476999	OAK 44"
7074	1594205	477000	OAK 28"
7075	1594201	476998	OAK 18"
7076	1594144	477029	OAK 24"

TREE TABLE			
Point #	Northing	Easting	Description
7077	1594154	477003	OAK 24"
7078	1594264	476927	OAK 26"
7079	1594265	476925	OAK 14"
7080	1594265	476881	OAK 16"
7081	1594285	476872	OAK 18"
7082	1594216	476839	OAK 26"
7083	1594182	476832	OAK 24"
7084	1594163	476832	OAK 22"
7085	1594145	476880	OAK 28"
7086	1594114	476977	OAK 14"
7087	1594116	476943	OAK 22"
7088	1594112	476963	MAP 26"
7089	1594112	476902	PAL 10"
7090	1594071	476951	OAK 40"
7091	1594055	476887	OAK 28"
7092	1594104	476864	OAK 28"
7093	1594119	476827	OAK 24"
7094	1594090	476841	OAK 10"
7095	1594082	476830	OAK 16"
7096	1594078	476842	OAK 14"
7097	1594071	476810	OAK 12"
7098	1594068	476812	OAK 12"
7099	1594053	476846	OAK 32"
7100	1594059	476850	OAK 10"
7101	1594059	476839	OAK 14"
7102	1594054	476871	MAP 10"
7103	1594048	476867	MAP 10"
7104	1594943	476435	OAK 52"
7105	1594919	476594	OAK 10"
7106	1594297	477400	OAK 10"
7107	1594309	477409	OAK 18"
7108	1594310	477407	OAK 24"
7109	1594327	477407	OAK 20"
7110	1594338	477405	OAK 12"
7111	1594059	476774	OAK 24"
7112	1594057	476764	OAK 24"
7113	1594029	476767	OAK 42"
7114	1593982	476779	OAK 42"
7115	1594008	476755	OAK 30"
7116	1593984	476727	OAK 54"
7117	1594025	476728	OAK 26"
7118	1594032	476694	OAK 26"
7119	1594007	476694	OAK 36"
7120	1594133	476780	OAK 16"
7121	1594113	476778	OAK 16"
7122	1594121	476780	OAK 14"
7123	1594091	476774	OAK 12"
7124	1594094	476769	OAK 10"
7125	1594097	476767	OAK 10"
7126	1594038	476715	OAK 16"
7127	1594030	476718	OAK 16"
7128	1594071	476744	OAK 32"
7129	1594108	476730	OAK 12"
7130	1594125	476766	OAK 12"
7131	1594143	476751	OAK 14"
7132	1594129	476725	OAK 16"
7133	1594133	476728	OAK 20"
7134	1594181	476731	OAK 10"
7135	1594178	476726	OAK 12"
7136	1594201	476714	OAK 68"
7137	1594234	476706	OAK 12"
7138	1594242	476681	OAK 24"
7139	1594250	476829	OAK 14"
7140	1594255	476842	OAK 16"
7141	1594273	476821	OAK 10"
7142	1594264	476843	OAK 26"
7143	1594265	476776	OAK 14"
7144	1594291	476860	OAK 16"
7145	1594262	476729	OAK 22"
7146	1594266	476749	OAK 14"
7147	1594270	476744	OAK 18"
7148	1594271	476741	OAK 12"
7149	1593967	476686	OAK 10"
7150	1593968	476678	OAK 12"
7151	1593973	476679	OAK 16"

TREE TABLE			
Point #	Northing	Easting	Description
7152	1593980	476658	OAK 54"
7153	1593973	476625	OAK 18"
7154	1593981	476612	OAK 24"
7155	1593996	476631	OAK 16"
7156	1594005	476624	OAK 18"
7157	1593967	476595	OAK 28"
7158	1593973	476582	OAK 28"
7159	1593981	476597	OAK 10"
7160	1593968	476576	OAK 12"
7161	1593970	476572	OAK 12"
7162	1593971	476566	OAK 16"
7163	1593972	476563	OAK 14"
7164	1593970	476548	OAK 14"
7165	1593970	476546	OAK 24"
7167	1593980	476485	OAK 14"
7168	1593971	476468	OAK 16"
7169	1593982	476473	OAK 12"
7170	1593984	476468	OAK 12"
7171	1594016	476491	OAK 10"
7172	1594015	476486	OAK 10"
7173	1594013	476511	OAK 14"
7176	1593977	476444	OAK 96"
7177	1593976	476456	OAK 24"
7178	1593995	476450	OAK 16"
7179	1593995	476425	OAK 14"
7180	1593974	476428	OAK 14"
7183	1593968	476360	OAK 14"
7184	1593994	476378	OAK 16"
7185	1594005	476396	OAK 24"
7186	1593971	476350	OAK 36"
7187	1594008	476335	OAK 28"
7188	1593988	476332	OAK 12"
7189	1593973	476325	OAK 16"
7190	1593974	476323	OAK 24"
7191	1593982	476322	OAK 24"
7192	1593987	476355	OAK 12"
7193	1593994	476367	OAK 24"
7194	1594000	476303	OAK 68"
7195	1594011	476297	OAK 16"
7196	1593999	476296	OAK 16"
7197	1594012	476287	OAK 16"
7198	1593968	476281	OAK 14"
7199	1593964	476286	OAK 14"
7200	1594011	476303	OAK 32"
7203	1593957	476247	OAK 16"
7207	1593958	476237	OAK 12"
7209	1593988	476212	OAK 26"
7210	1593979	476194	OAK 16"
7211	1593968	476201	OAK 10"
7212	1593968	476194	OAK 12"
7213	1593966	476181	OAK 24"
7214	1593973	476164	OAK 10"
7216	1593954	476145	OAK 14"
7217	1593967	476156	OAK 18"
7218	1593964	476147	OAK 18"
7219	1594039	476139	OAK 12"
7220	1594033	476142	OAK 12"
7221	1593973	476154	OAK 12"
7222	1593989	476149	OAK 12"
7223	1594041	476151	OAK 10"
7224	1594030	476170	OAK 10"
7225	1594017	476168	OAK 10"
7226	1594043	476164	OAK 10"
7227	1594045	476156	OAK 10"
7228	1594048	476161	OAK 10"
7229	1594020	476186	OAK 10"
7230	1594017	476191	OAK 10"
7231	1594068	476167	OAK 12"
7232	1594037	476204	OAK 12"
7233	1594062	476193	OAK 16"
7234	1594066	476216	OAK 14"
7235	1594131	476170	OAK 12"
7236	1594146	476156	OAK 12"
7237	1594124	476189	OAK 14"
7238	1594109	476185	OAK 10"

TREE TABLE			
Point #	Northing	Easting	Description
7239	1594100	476189	OAK 10"
7240	1594100	476182	OAK 10"
7241	1594059	476251	OAK 10"
7242	1594025	476227	OAK 10"
7243	1594023	476246	OAK 10"
7244	1594024	476226	OAK 12"
7245	1594025	476246	OAK 12"
7246	1594032	476300	OAK 30"
7247	1594029	476299	OAK 10"
7248	1594034	476344	OAK 14"
7249	1594093	476342	PAL 14"
7250	1594077	476351	OAK 14"
7251	1594091	476365	OAK 12"
7252	1594069	476351	OAK 14"
7253	1594094	476374	OAK 12"
7254	1594011	476390	OAK 12"
7255	1594004	476401	OAK 12"
7256	1594035	476424	OAK 14"
7257	1594035	476426	OAK 12"
7258	1594016	476427	OAK 10"
7259	1594035	476433	OAK 36"
7260	1594120	476396	OAK 16"
7261	1594063	476522	OAK 14"
7262	1594063	476547	OAK 16"
7263	1594060	476550	OAK 28"
7264	1594094	476516	OAK 10"
7265	1594099	476504	OAK 16"
7266	1594006	476573	OAK 20"
7267	1594007	476567	OAK 18"
7268	1594025	476564	OAK 14"
7269	1594282	476687	OAK 14"
7270	1594271	476706	OAK 14"
7271	1594280	476709	OAK 16"
7272	1594255	476730	OAK 16"
7273	1594267	476680	OAK 10"
7274	1594247	476662	OAK 18"
7275	1594245	476661	OAK 16"
7276	1594238	476663	OAK 16"
7277	1594232	476664	OAK 16"
7278	1594277	476671	OAK 32"
7279	1594281	476661	OAK 18"
7280	1594284	476661	OAK 18"
7281	1594279	476631	OAK 12"
7282	1594281	476630	OAK 12"
7283	1594283	476628	OAK 12"
7284	1594288	476617	OAK 16"
7285	1594276	476617	OAK 14"
7286	1594261	476613	OAK 10"
7287	1594255	476615	OAK 28"
7288	1594226	476622	OAK 10"
7289	1594224	476623	OAK 10"
7290	1594280	476646	OAK 10"
7291	1594213	476584	OAK 16"
7292	1594215	476586	OAK 14"
7293	1594208	476601	OAK 14"
7294	1594168	476593	OAK 16"
7295	1594165	476595	OAK 16"
7296	1594254	476555	OAK 14"
7297	1594257	476555	OAK 14"
7298	1594287	476558	OAK 14"
7299	1594274	476570	OAK 16"
7300	1594280	476588	OAK 24"
7301	1594196	476536	OAK 16"
7302	1594184	476539	OAK 24"
7303	1594188	476552	OAK 18"
7304	1594192	476557	OAK 16"
7305	1594198	476559	OAK 12"
7306	1594283	476529	OAK 12"
7307	1594296	476539	OAK 14"
7308	1594276	476519	OAK 10"
7309	1594295	476512	OAK 16"
7310	1594280	476446	OAK 30"
7311	1594277	476470	OAK 20"
7312	1594257	476445	OAK 20"
7313	1594301	476448	OAK 18"

TREE TABLE			
Point #	Northing	Easting	Description
7314	1594302	476457	OAK 14"
7315	1594301	476472	OAK 18"
7316	1594299	476475	OAK 18"
7317	1594297	476474	OAK 12"
7318	1594299	476477	OAK 12"
7319	1594308	476428	OAK 14"
7320	1594253	476478	OAK 14"
7321	1594257	476431	OAK 12"
7322	1594244	476439	OAK 10"
7323	1594285	476421	OAK 20"
7324	1594275	476419	OAK 14"
7325	1594296	476374	OAK 28"
7326	1594270	476392	OAK 48"
7327	1594290	476377	OAK 16"
7328	1594299	476356	OAK 14"
7329	1594291	476347	OAK 16"
7330	1594299	476351	OAK 12"
7331	1594269	476369	OAK 12"
7332	1594255	476350	OAK 24"
7333	1594309	476324	OAK 26"
7334	1594284	476321	OAK 28"
7335	1594277	476317	OAK 18"
7336	1594283	476298	OAK 26"
7337	1594277	476298	OAK 20"
7338	1594308	476304	OAK 10"
7339	1594313	476300	OAK 16"
7340	1594358	476305	OAK 36"
7341	1594347	476253	OAK 24"
7342	1594349	476263	OAK 16"
7343	1594345	476262	OAK 10"
7344	1594351	476246	OAK 10"
7345	1594315	476268	OAK 12"
7346	1594315	476241	OAK 16"
7347	1594304	476249	OAK 16"
7348	1594272	476268	OAK 18"
7349	1594264	476267	OAK 18"
7350	1594296	476257	OAK 10"
7351	1594299	476244	OAK 10"
7352	1594292	476226	OAK 14"
7353	1594285	476224	OAK 16"
7354	1594285	476221	OAK 10"
7355	1594294	476214	OAK 14"
7356	1594273	476217	OAK 18"
7357	1594308	476199	OAK 16"
7358	1594300	476198	OAK 16"
7359	1594291	476195	OAK 16"
7360	1594302	476188	OAK 20"
7361	1594291	476189	OAK 16"
7362	1594340	476185	OAK 18"
7363	1594342	476189	OAK 18"
7364	1594346	476181	OAK 14"
7365	1594305	476170	OAK 18"
7366	1594296	476162	OAK 10"
7367	1594288	476161	OAK 14"
7368	1594286	476156	OAK 14"
7369	1594301	476142	OAK 16"
7370	1594290	476143	OAK 16"
7371	1594282	476136	OAK 18"
7372	1594294	476144	OAK 28"
7373	1594317	476147	OAK 14"
7374	1594354	476152	OAK 16"
7375	1594348	476163	OAK 14"
7376	1594338	476179	OAK 16"
7377	1594335	476184	OAK 16"
7378	1594335	476187	OAK 16"
7379	1594353	476123	OAK 14"
7380	1594365	476139	OAK 14"
7381	1594331	476121	OAK 16"
7382	1594353	476109	OAK 12"
7383	1594353	476115	OAK 16"
7384	1594348	476092	OAK 16"
7385	1594366	476094	OAK 16"
7386	1594351	476086	OAK 16"
7387	1594387	476115	OAK 18"
7388	1594345	476082	OAK 12"

TREE TABLE			
Point #	Northing	Easting	Description
7389	1594286	476120	OAK 12"
7390	1594294	476120	OAK 16"
7391	1594155	476497	OAK 26"
7392	1594166	476503	OAK 16"
7393	1594166	476496	OAK 16"
7394	1594187	476503	OAK 18"
7395	1594182	476497	OAK 14"
7396	1594181	476496	OAK 26"
7397	1594187	476470	OAK 14"
7398	1594189	476469	OAK 14"
7399	1594190	476472	OAK 16"
7400	1594188	476474	OAK 14"
7401	1594112	476482	OAK 18"
7402	1594172	476365	OAK 16"
7403	1594235	476283	OAK 16"
7404	1594222	476287	OAK 16"
7405	1594214	476302	OAK 18"
7406	1594238	476302	OAK 10"
7407	1594232	476257	OAK 12"
7408	1594232	476309	OAK 10"
7409	1594190	476249	OAK 10"
7410	1594205	476246	OAK 10"
7411	1594204	476235	OAK 16"
7412	1594207	476231	OAK 12"
7413	1594194	476232	OAK 12"
7414	1594198	476249	OAK 12"
7415	1594182	476288	OAK 12"
7416	1594256	476239	OAK 12"
7417	1594235	476217	OAK 12"
7418	1594235	476196	OAK 12"
7419	1594232	476186	OAK 16"
7420	1594270	476167	OAK 16"
7421	1594236	476196	OAK 12"
7422	1594217	476208	OAK 12"
7423	1594204	476216	OAK 10"
7424	1594199	476201	OAK 12"
7425	1594196	476189	OAK 10"
7426	1594184	476200	OAK 10"
7427	1594184	476191	OAK 10"
7428	1594167	476209	OAK 10"
7429	1594167	476217	OAK 10"
7430	1594162	476216	OAK 10"
7431	1594158	476226	OAK 12"
7432	1594123	476217	OAK 12"
7433	1594117	476223	OAK 10"
7434	1594121	476225	OAK 10"
7435	1594112	476227	OAK 16"
7436	1594134	476238	OAK 10"
7437	1594130	476272	OAK 10"
7438	1594139	476243	OAK 10"
7439	1594092	476256	OAK 12"
7440	1594100	476240	OAK 10"
7441	1594112	476205	OAK 14"
7442	1594130	476185	OAK 14"
7443	1594131	476190	OAK 12"
7444	1594162	476185	OAK 16"
7445	1594179	476165	OAK 16"
7446	1594171	476153	OAK 10"
7447	1594168	476144	OAK 10"
7448	1594141	476125	OAK 10"
7449	1594149	476136	OAK 14"
7450	1594227	476178	OAK 14"
7451	1594129	476307	OAK 10"
7452	1594131	476306	OAK 10"
7453	1594131	476302	OAK 10"
7454	1594314	476820	OAK 14"
7455	1594325	476820	OAK 16"
7456	1594299	476809	OAK 12"
7457	1594290	476838	OAK 12"
7458	1594313	476783	OAK 14"
7459	1594320	476786	OAK 14"
7460	1594319	476784	OAK 10"
7461	1594363	476793	OAK 10"
7462	1594352	476796	OAK 12"
7463	1594381	476795	OAK 12"

TREE TABLE			
Point #	Northing	Easting	Description
7464	1594355	476794	OAK 16"
7465	1594357	476798	OAK 16"
7466	1594367	476796	OAK 16"
7467	1594415	476805	OAK 18"
7468	1594402	476803	OAK 18"
7469	1594428	476804	OAK 12"
7470	1594452	476827	OAK 12"
7471	1594446	476827	OAK 18"
7472	1594453	476796	OAK 16"
7473	1594405	476697	OAK 36"
7474	1594336	476722	OAK 28"
7475	1594486	476789	OAK 36"
7476	1594494	476803	OAK 14"
7477	1594503	476802	OAK 16"
7478	1594375	476499	OAK 12"
7479	1594362	476460	OAK 12"
7480	1594353	476479	OAK 10"
7481	1594350	476494	OAK 10"
7482	1594327	476467	OAK 10"
7483	1594335	476464	OAK 10"
7484	1594363	476448	OAK 12"
7485	1594360	476411	OAK 10"
7486	1594361	476400	OAK 10"
7487	1594372	476425	OAK 20"
7488	1594402	476369	OAK 10"
7489	1594383	476364	OAK 10"
7490	1594357	476384	OAK 10"
7491	1594377	476345	OAK 14"
7492	1594413	476373	OAK 10"
7493	1594397	476302	OAK 10"
7494	1594400	476269	OAK 12"
7495	1594405	476274	OAK 14"
7496	1594426	476320	OAK 14"
7497	1594347	476237	OAK 10"
7498	1594360	476224	OAK 10"
7499	1594348	476228	OAK 12"
7500	1594362	476237	OAK 12"
7501	1594359	476221	OAK 18"
7502	1594365	476234	OAK 24"
7503	1594356	476201	OAK 16"
7504	1594376	476187	OAK 14"
7505	1594371	476169	OAK 16"
7506	1594370	476163	OAK 16"
7507	1594387	476184	OAK 12"
7508	1594392	476180	OAK 16"
7509	1594412	476191	OAK 20"
7510	1594379	476139	OAK 12"
7511	1594393	476139	OAK 10"
7512	1594388	476122	OAK 12"
7513	1594389	476117	OAK 14"
7514	1594384	476114	OAK 20"
7515	1594382	476094	OAK 16"
7516	1594422	476063	OAK 16"
7517	1594449	476090	OAK 10"
7518	1594460	476140	OAK 18"
7519	1594451	476075	PAL 12"
7520	1594468	476065	OAK 10"
7521	1594438	476214	OAK 10"
7522	1594458	476200	OAK 12"

MIZO & ASSOCIATES, LLC
PROFESSIONAL LAND SURVEYORS
1407 CUMBIE STREET
ORLANDO, FL 32804
(321) 200-4904
LICENSE BUSINESS NUMBER 8497

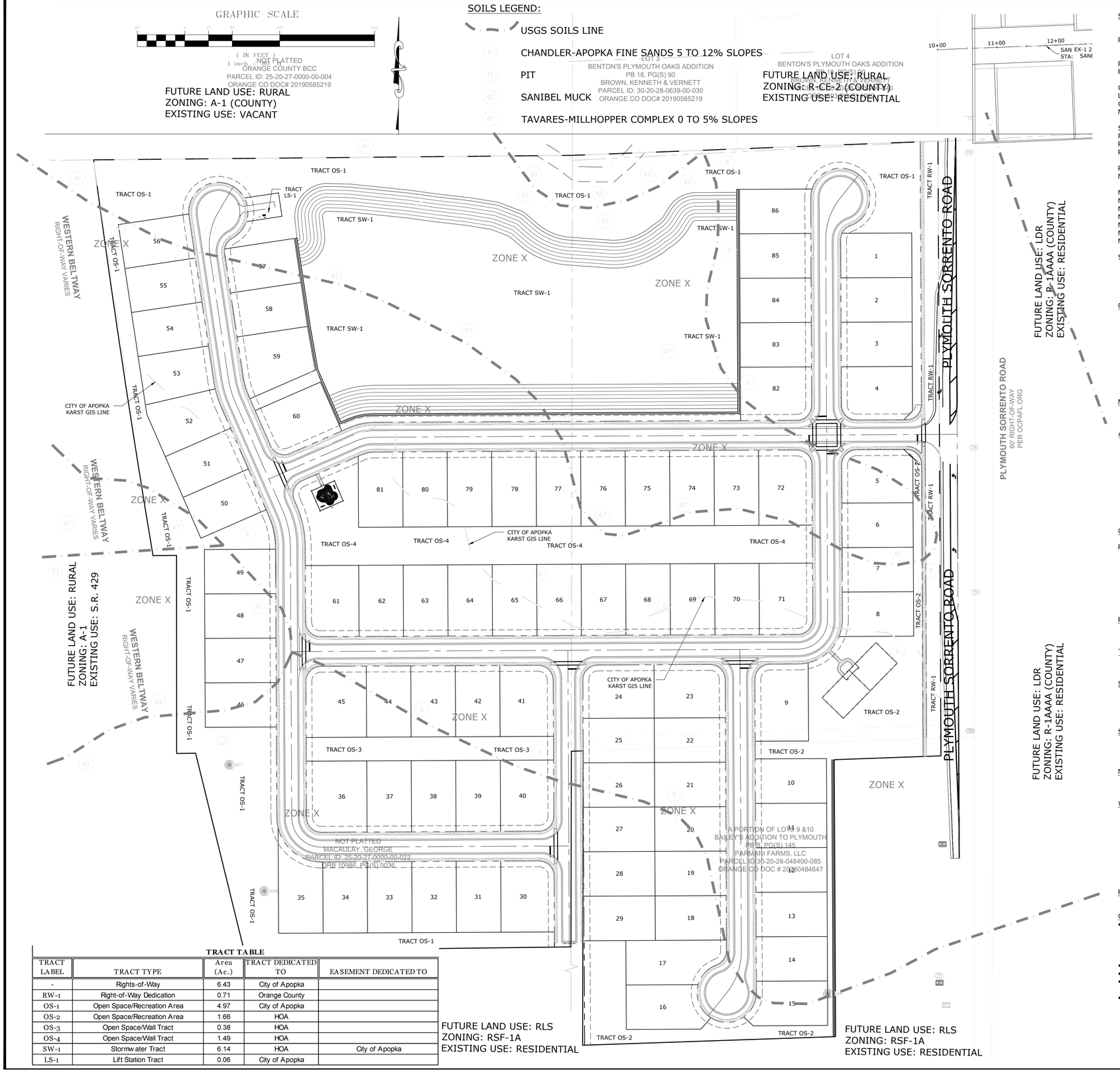
10/09/23

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR:
LENNAR HOMES
6675 WESTWOOD BOULEVARD #500
ORLANDO, FLORIDA 32821-8061

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
LYING IN
SECTIONS 30, TOWNSHIP 20 SOUTH, RANGE 30 EAST

SHEET
4 OF 4



TRACT TABLE

TRACT LABEL	TRACT TYPE	Area (Ac.)	TRACT DEDICATED TO	EASEMENT DEDICATED TO
-	Rights-of-Way	6.43	City of Apopka	
RW-1	Right-of-Way Dedication	0.71	Orange County	
OS-1	Open Space/Recreation Area	4.97	City of Apopka	
OS-2	Open Space/Recreation Area	1.66	HOA	
OS-3	Open Space/Wall Tract	0.38	HOA	
OS-4	Open Space/Wall Tract	1.49	HOA	
SW-1	Stormwater Tract	6.14	HOA	City of Apopka
LS-1	Lift Station Tract	0.06	City of Apopka	

SITE DATA:

Parcel I.D. #: 25-20-27-0000-00-008; 021; 022
30-20-28-0484-00-040; 060; 085

Property FLU: RLS
Property Zoning: RSF-1B

Gross Land Area:	40.55 acres
Lakes/Wetland Area:	0.03 acres
Gross Developable Area:	40.52 acres
Net Developable Area:	40.52 acres
Stormwater Management Area:	6.14 acres
Right-of-Way Area:	6.43 acres
Right-of-Way Dedication:	0.71 acres
Public Open Space Tracts:	7.08 acres
Proposed Residential Units:	86 Single-Family Detached Lots
Net Residential Density:	2.16 dwelling units/Net Developable Acre
Minimum Living Area:	1,600 sqft. (Heated/cooled space)RSF-1B
Maximum Building Height:	Two Stories, 35'
Minimum Lot Width:	75' (RSF-1B)
Minimum Lot Depth:	N/A
Minimum Lot Size:	8,000 (RSF-1B)
Maximum Lot Coverage:	60%
Minimum Open Space %:	25%

Setbacks:

Front:	25' (RSF-1B)
Side:	10' (RSF-1B)
Side Street:	25' (RSF-1B)
Rear:	25' (RSF-1B)

Open Space Requirements:

Land Development Code (Residential 20%)
40.52ac. * .20 = 8.10 acres (required)
Open Space Provided:

Tract OS-1:	4.97 acres
Tract OS-2:	1.66 acres
Tract OS-3:	0.38 acres
Tract OS-4:	1.49 acres
Tract SW-1:	6.14 acres
Total:	14.64 acres (8.10 required)

Major Street Setbacks:

Plymouth Sorrento Road. 30' (setback from right-of-way line)

Additional Notes:

1. Billboards and pole signs shall be prohibited.
2. There is no proposed 100 yr. Flood Plain encroachment.
3. All Conservation Easements associated buffers area will be owned & maintained by the HOA with a development rights Easement dedicated to the City of Apopka via plat.
4. A Homeowner's Association will be created for maintenance and ownership of common area tracts as reflected in the tract table.
5. Fire Protection will be provided by City of Apopka in accordance with the 2023 Florida Fire Prevention Code.
6. The project will be constructed in a single phase.

Off-Street Parking:

Required Parking:

2.0 spaces per Unit (for Single-Family Residences): (86 units x 2.0 spaces/unit) = 172

Total Required Parking:	172
Provided Parking:	
2 Garage Spaces per Unit:	172 spaces
2 Driveway Spaces per Unit:	172 spaces
Total Parking Provided:	344 spaces

Phasing:

This project is to be developed in a single phase.

Traffic:

Single-Family Residential: 86 d.u. * 9.57 trip/d.u. = 823 A.D.T.

Stormwater Management:

The project will meet the requirements of City of Apopka Land Development Code and the St. Johns River Water Management District.

School Age Population:

86 d.u. * .478 children/unit = 41 children

Needed Fire Flow (NFF): (Based on FFPC 2012 Edition Chapter 18 & Annex I)

Single-Family (less than 5,000 sqft.): 1,000 gpm

Water, Sewer and Solid Waste Demand:

Water Demand:
86 Units * 300 gallons/day = 25,800 gallons/day

Sewer Demand:
86 Units * 280 gallons/day = 24,080 gallons/day

Solid Waste Demand:
86 Units * 2.6 persons/unit * 4.3 Lb./person/day = 961 Lb/day

Recreational/Open Space Demand:
86 Units * 2.6 persons/unit /1,000 * 3.0 ac/1,000 persons = 0.67 ac.

Green Building Standards Points Allocation:

- Install a "cool roof" on a minimum of 50 percent of the dwelling units in a subdivision. The cool roof shall cover the entire roof of the building. Install a "cool roof" on a minimum of 50 percent of the buildings in a multi-building development. The cool roof shall cover the entire roof of the building: 1.50 points
- Installation of Energy Star HVAC: 0.50 points
- Use Vegetation or Vegetated Structures to shade HVAC Units: 0.25 points
- Pre-Wire a Minimum of 75 percent of residential dwelling units in the development for solar panels: 1.50 points
- Install Operable Windows to Allow for Natural Ventilation in the event of power failures: 0.25 points

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Lennar Homes Orlando
6675 Westwood Blvd.
Orlando, FL 32821

Ridgebrooke Subdivision

City of Apopka, Florida

Major Development Plan

Overall Site Plan

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date: December 08, 2024
FL Registration #58775
Certificate of Authorization #29665

Revisions

NO.	DATE	DESCRIPTION
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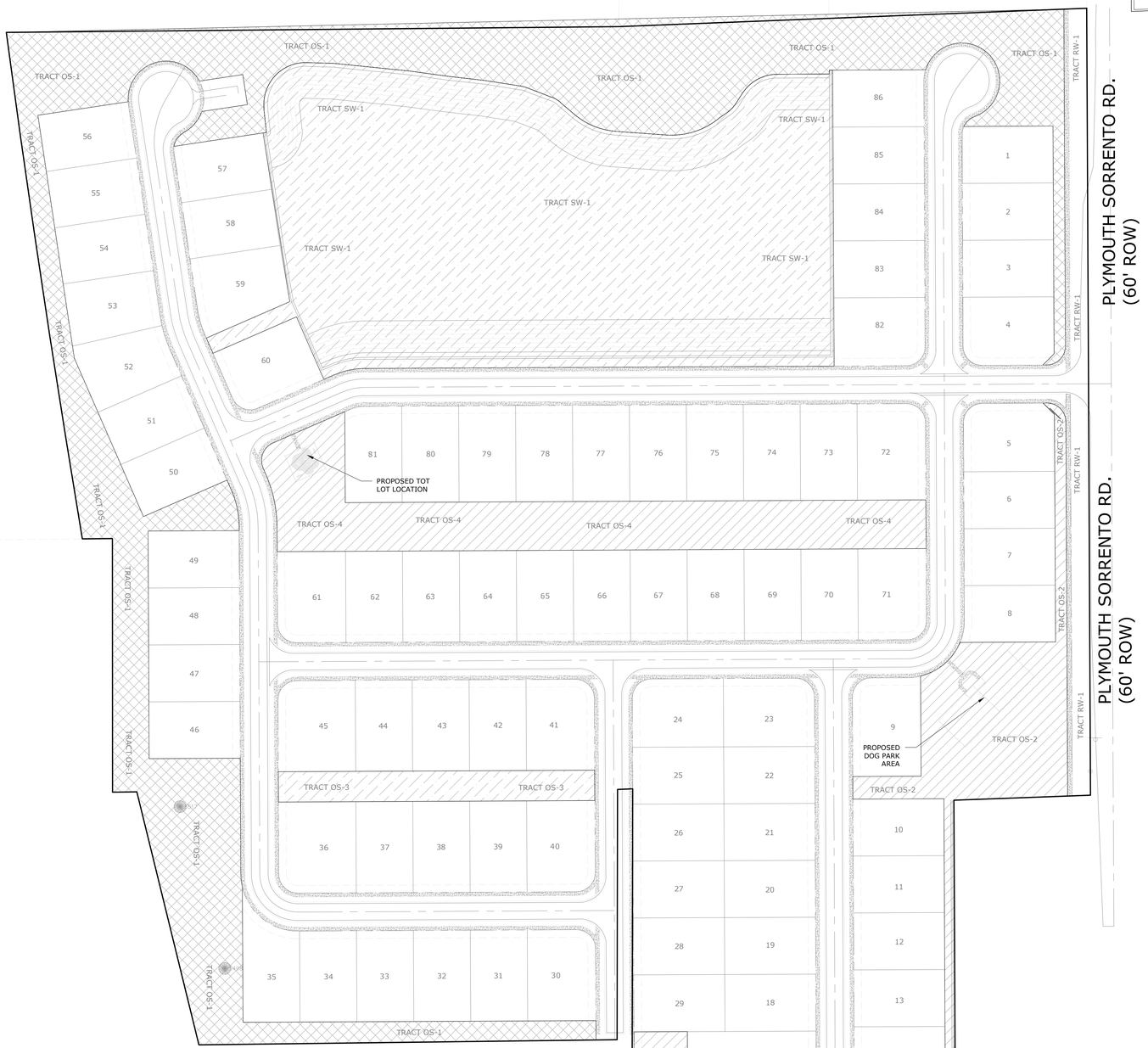
SHEET NUMBER
7 OF 24



OPEN SPACE SET-ASIDE HATCH LEGEND

ACTIVE RECREATIONAL AREA

PASSIVE RECREATIONAL AREA

GENERAL OPEN SPACE

Open Space Requirements:

Land Development Code (Residential 20%)
40.52ac. * .20 = 8.10 acres (required)
Open Space Provided:

Tract OS-1:	4.97 acres
Tract OS-2:	1.66 acres
Tract OS-3:	0.38 acres
Tract OS-4:	1.49 acres
Tract SW-1:	6.14 acres
Total:	14.64 acres (8.10 required)

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

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City of Apopka, Florida

Major Development Plan

Open Space Rec Plan

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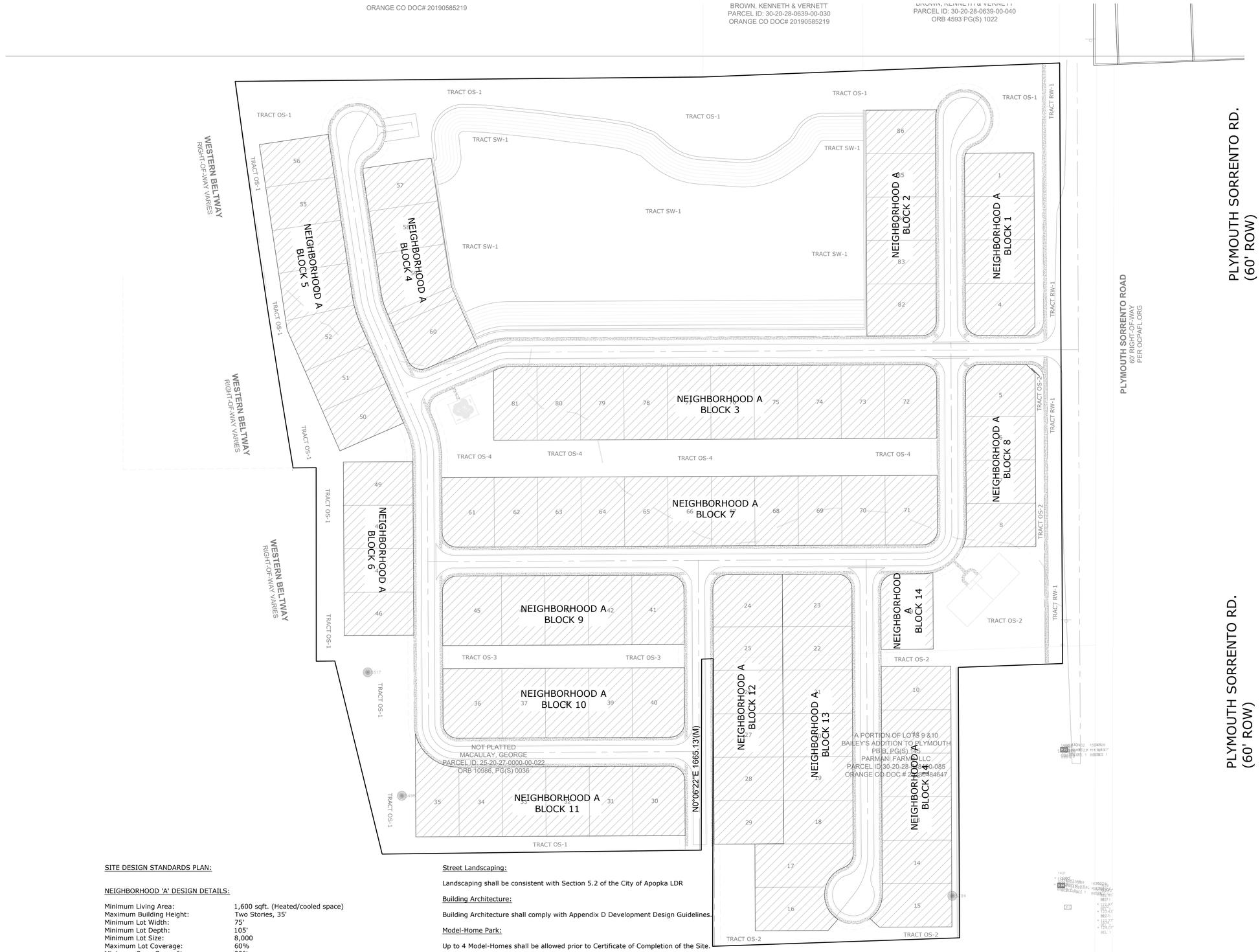
8 OF 24



SITE DESIGN STANDARDS PLAN:

NEIGHBORHOOD 'A' DESIGN DETAILS:

Minimum Living Area:	1,600 sqft. (Heated/cooled space)
Maximum Building Height:	Two Stories, 35'
Minimum Lot Width:	75'
Minimum Lot Depth:	105'
Minimum Lot Size:	8,000
Maximum Lot Coverage:	60%
Minimum Open Space %:	20%
Garage Location:	Front-Entry (2-Car)
Setbacks:	
Front:	25' (RSF-1B)
Side:	10' (RSF-1B)
Side Street:	25' (RSF-1B)
Rear:	25' (RSF-1B)
Accessory Uses:	Those permitted by code
Architectural Design:	Consistent with Appendix D Development Design Guidelines

Street Landscaping:

Landscaping shall be consistent with Section 5.2 of the City of Apopka LDR

Building Architecture:

Building Architecture shall comply with Appendix D Development Design Guidelines.

Model-Home Park:

Up to 4 Model-Homes shall be allowed prior to Certificate of Completion of the Site.

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City of Apopka, Florida

Major Development Plan

Design Standards Plan

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SHEET NUMBER
9 OF 24

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

NOT PLATTED
ORANGE COUNTY BCC
PARCEL ID: 25-20-27-0000-00-004
ORANGE CO DOC# 20190585219

LOT 3
BENTON'S PLYMOUTH OAKS ADDITION
PB 18, PG(S) 90
BROWN, KENNETH & VERNETT
PARCEL ID: 30-20-28-0639-00-030
ORANGE CO DOC# 20190585219

LOT 4
BENTON'S PLYMOUTH OAKS ADDITION
PB 18, PG(S) 90
BROWN, KENNETH & VERNETT
PARCEL ID: 30-20-28-0639-00-040
ORB 4593 PG(S) 1022

10+00

PROPERTY LINE

TRACT OS-1

TRACT LS-1

TRACT SW-1

TRACT RW-1

TRACT OS-2

TRACT OS-4

WESTERN BELTWAY
RIGHT-OF-WAY VARIES

50.0' ROW

22.0' PAVEMENT

10.0' UTILITY EASEMENT

30.0' ROW DEDICATION

6.0' SIDEWALK

15.0' LANDSCAPE BUFFER

5.0' SIDEWALK

PROPOSED TOT LOT

56 10.0' SIDE SETBACK
55 25.0' REAR SETBACK
54 25.0' REAR SETBACK
53
52
51 10.0' SIDE SETBACK
50 25.0' FRONT SETBACK
57 25.0' REAR SETBACK
58
59 10.0' UTILITY EASEMENT
60
81 10.0' SIDE SETBACK
80 25.0' FRONT SETBACK
79 10.0' SIDE SETBACK
78
77
76
75
74 25.0' FRONT SETBACK
73
72 25.0' SIDE STREET SETBACK
86 10.0' SIDE SETBACK
85 25.0' REAR SETBACK
84
83 25.0' FRONT SETBACK
82 25.0' SIDE STREET SETBACK
1 25.0' REAR SETBACK
2
3
4 25.0' REAR SETBACK
5 10.0' SIDE SETBACK
6 25.0' REAR SETBACK

SEE SHEET 11 OF 24

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Ridgebrooke Subdivision
City of Apopka, Florida

Major Development Plan

Detailed Site Plan 1

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
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10 OF 24

SEE SHEET 10 OF 24

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City of Apopka, Florida

Major Development Plan

Detailed Site Plan 2

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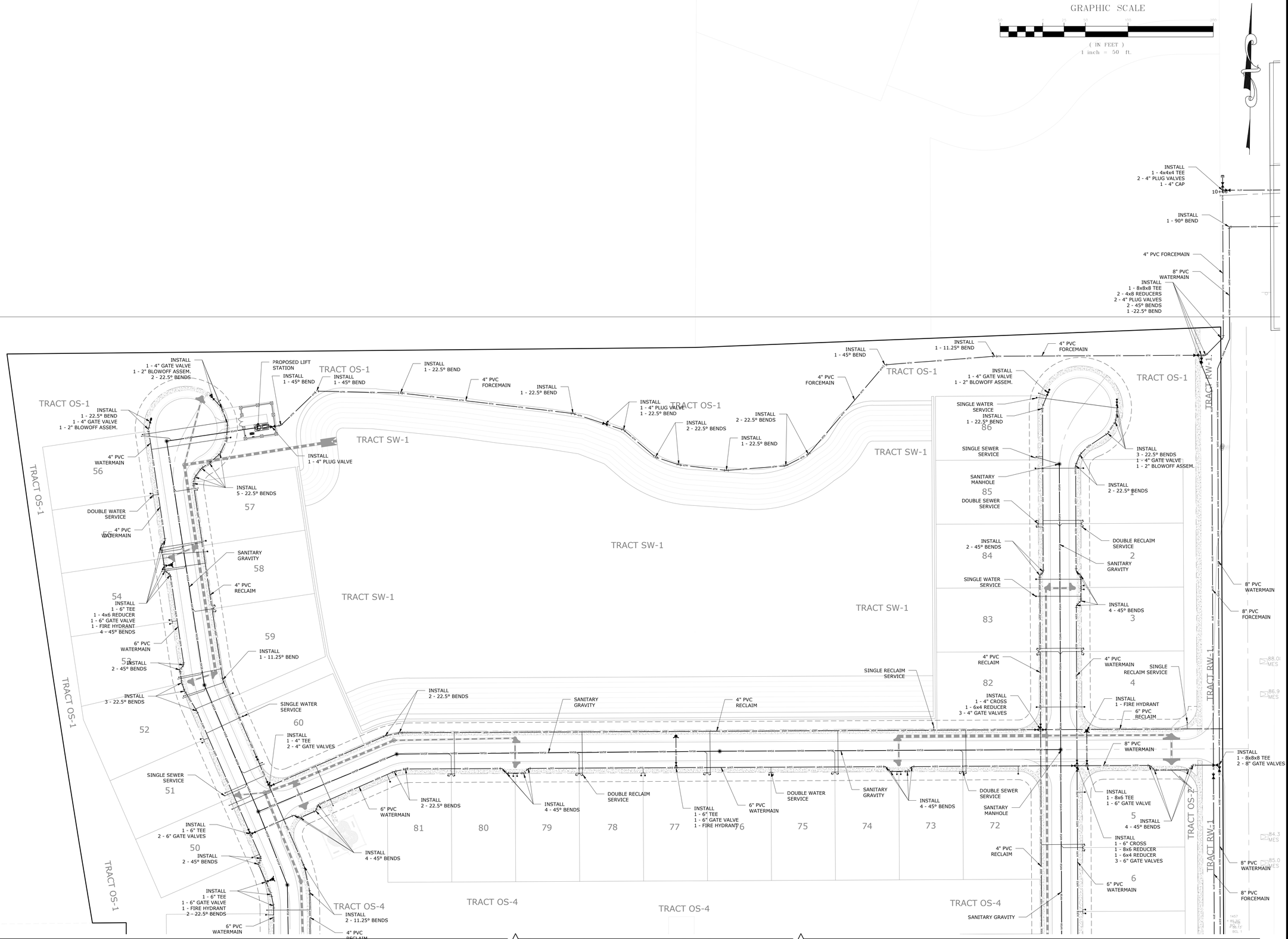
SHEET NUMBER
11 OF 24

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.



SEE SHEET 13 OF 24

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Ridgebrooke Subdivision

City of Apopka, Florida

Major Development Plan

Utility Plan 1

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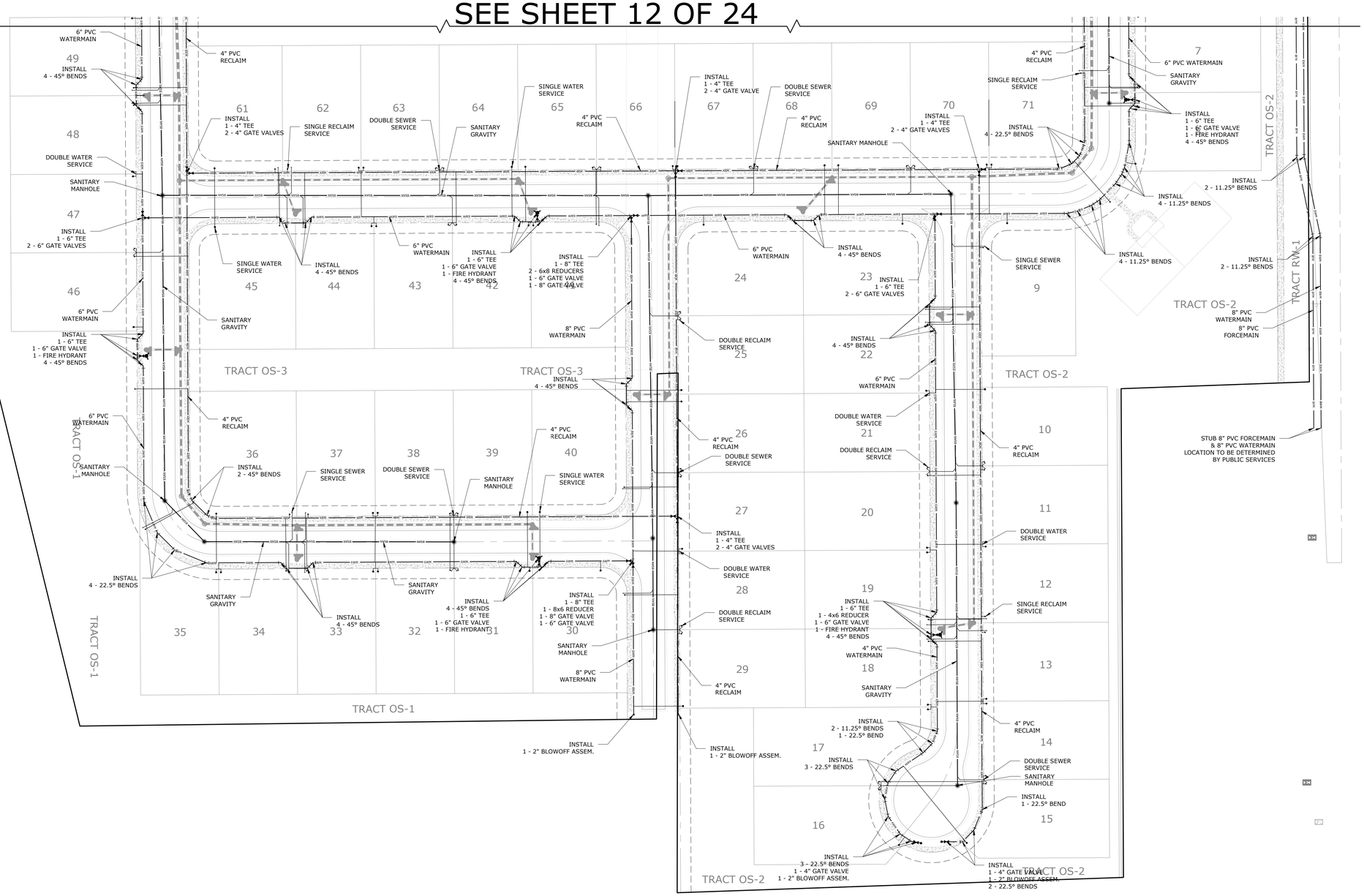
SEE SHEET 12 OF 24



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8	mm/dd/yy	
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10	mm/dd/yy	

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

SHEET NUMBER
13 OF 24

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

NOT PLATTED
ORANGE COUNTY BCC
PARCEL ID: 25-20-27-0000-00-004
ORANGE CO DOC# 20190585219

LOT 3
BENTON'S PLYMOUTH OAKS ADDITION
PB 18, PG(S) 90
BROWN, KENNETH & VERNETT
PARCEL ID: 30-20-28-0639-00-030
ORANGE CO DOC# 20190585219

LOT 4
BENTON'S PLYMOUTH OAKS ADDITION
PB 18, PG(S) 90
BROWN, KENNETH & VERNETT
PARCEL ID: 30-20-28-0639-00-040
ORB 4593 PG(S) 1022

10+00

WESTERN BELTWAY
RIGHT-OF-WAY VARIES

TRACT OS-1
TRACT SW-1
TRACT RW-1
TRACT OS-2
TRACT OS-4

5' SIDEWALK 104/23
STORM INLET
STORM PIPE
MITERED END SECTION
50' ROW ROAD SECTION 100/23
TYPE 'F' CURB 101/23
6' BLOCK RETAINING WALL
DRY RETENTION POND DET-1
VALLEY GUTTER 113/23

56 57 55 58 54 59 53 60 52 51 50 86 85 84 83 82 81 80 79 78 77 76 75 74 73 72 1 2 3 4 5 6

SEE SHEET 15 OF 24

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Lennar Homes Orlando
6675 Westwood Blvd.
Orlando, FL 32821

Ridgebrooke Subdivision
City of Apopka, Florida

Major Development Plan

Drainage & Grading Plan 1

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date: December 08, 2024
FL Registration #58775
Certificate of Authorization #29665

Revisions

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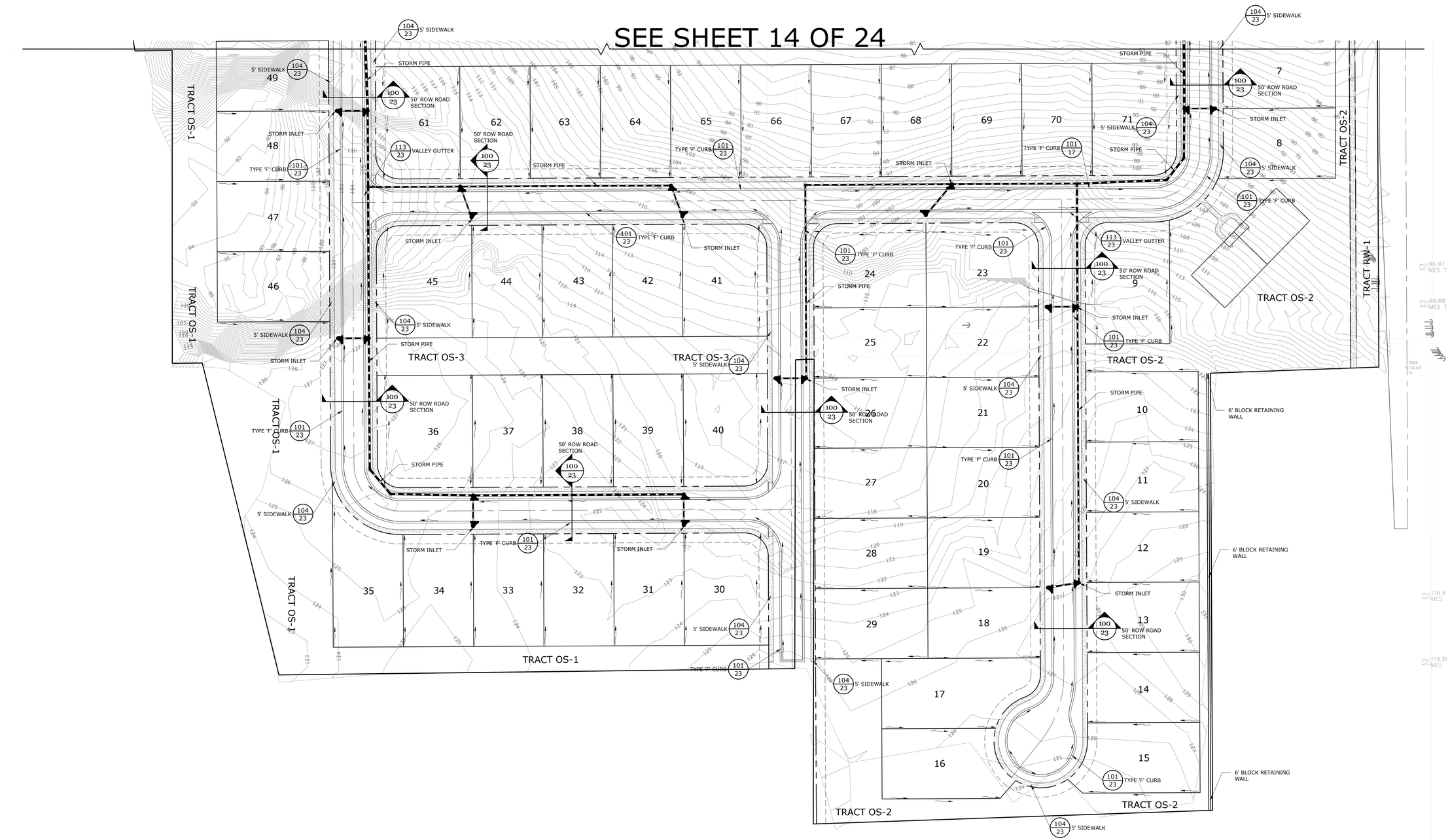
14 OF 24



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

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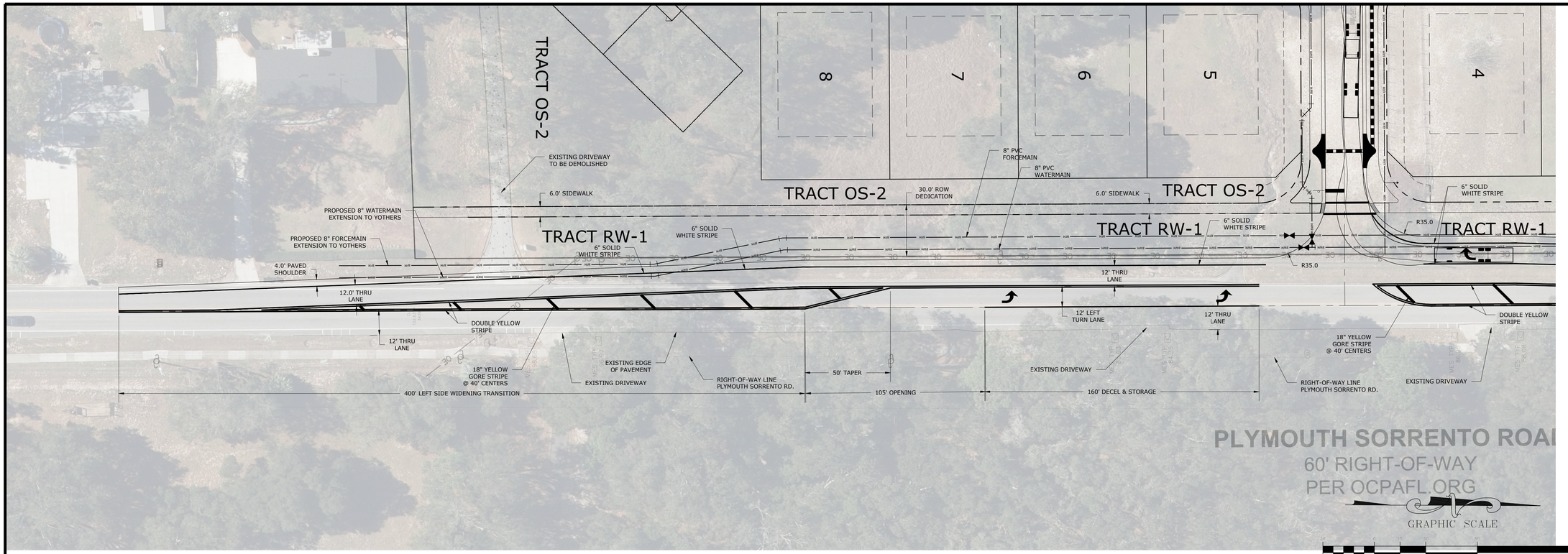
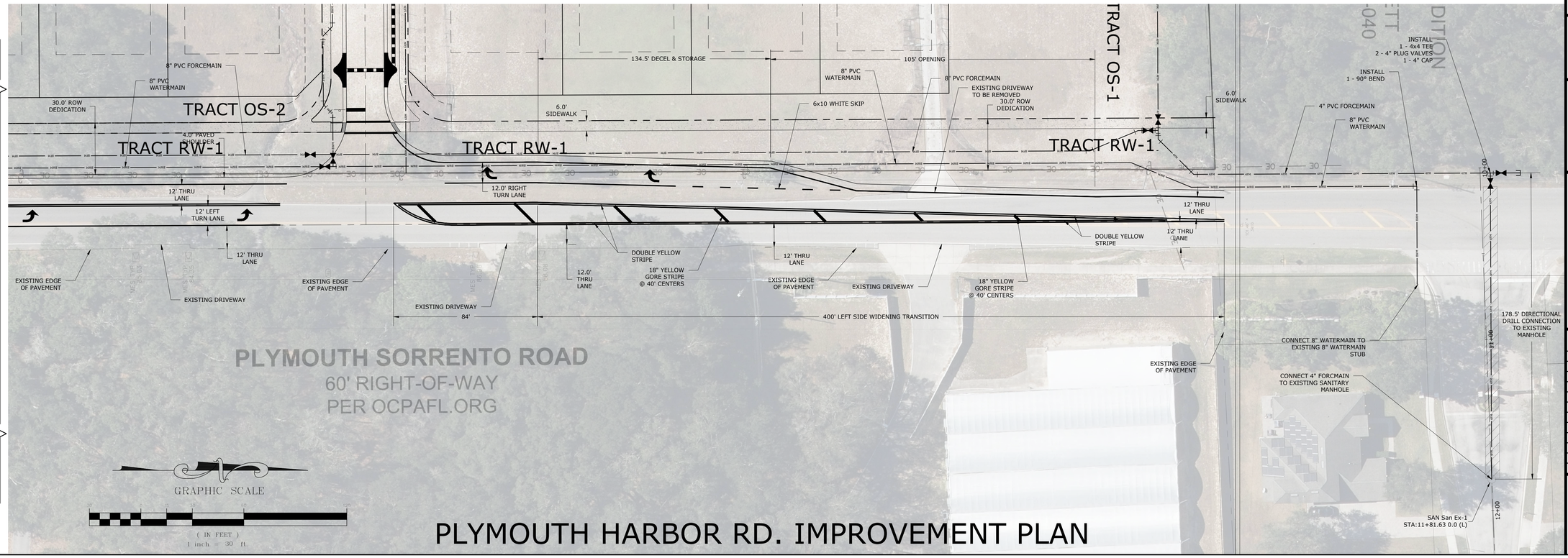
SHEET NUMBER
15 OF 24



SEE AA BELOW

PLYMOUTH HARBOR RD. IMPROVEMENT PLAN



SEE AA ABOVE

PLYMOUTH HARBOR RD. IMPROVEMENT PLAN

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Plymouth Sorrento Rd

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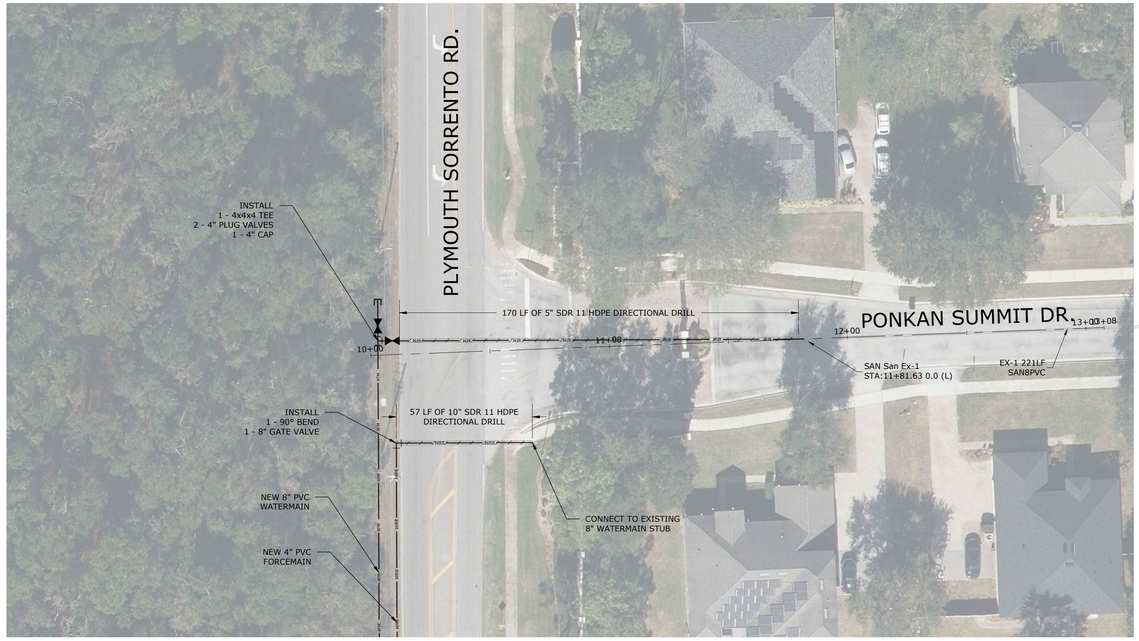
SHEET NUMBER
16 OF 24

GRAPHIC SCALE

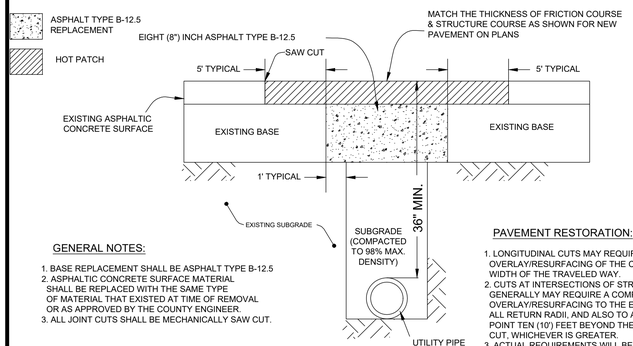
(IN FEET)
1 inch = 30 ft.



PONKAN SUMMIT DRIVE: STA: 10+00 - 10+75

NOTE:

SUB-GRADE CUT TO BE COMPACTED TO 98% MAX. DENSITY AS DETERMINED BY AASHTO T - 180.
CUT TO BE REPLACED WITH AN EIGHT (8") INCH 3000 PSI HIGH EARLY CONCRETE TO TOP OF EXISTING BASE.
CUT AREA TO BE PLATED OR PROTECTED ON DAY OF POUR. EXISTING SURFACE TO BE SAW CUT
TO AN AREA FIVE (5') FEET, BEYOND THE BASE CUT.



GENERAL NOTES:

1. BASE REPLACEMENT SHALL BE ASPHALT TYPE B-12.5
2. ASPHALTIC CONCRETE SURFACE MATERIAL SHALL BE REPLACED WITH THE SAME TYPE OF MATERIAL THAT EXISTED AT TIME OF REMOVAL OR AS APPROVED BY THE COUNTY ENGINEER.
3. ALL JOINT CUTS SHALL BE MECHANICALLY SAW CUT.

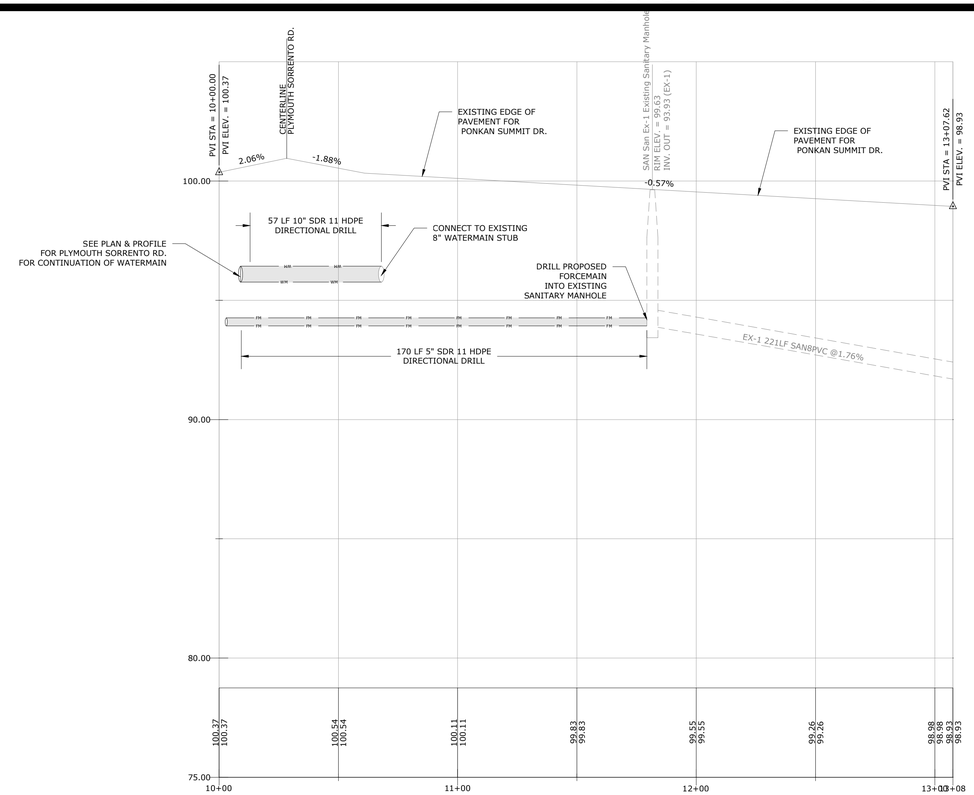
PAVEMENT RESTORATION:

1. LONGITUDINAL CUTS MAY REQUIRE OVERLAY/RESURFACING OF THE COMPLETE WIDTH OF THE TRAVELED WAY.
2. CUTS AT INTERSECTIONS OF STREETS GENERALLY MAY REQUIRE A COMPLETE OVERLAY/RESURFACING TO THE END OF ALL RETURN RADII, AND ALSO TO A POINT TEN (10') FEET BEYOND THE CUT, WHICHEVER IS GREATER.
3. ACTUAL REQUIREMENTS WILL BE AS STATED ON THE APPROVED PERMIT OR AS DIRECTED BY INSPECTION.

STANDARD ROADWAY OPENCUT CROSS SECTION DETAIL

FINAL RESTORATION - TYPICAL OF MAJOR OPEN CUTS

NOTE: CONTRACTOR TO CORE DRILL AND MATCH EXISTING SECTION OR SPECIFIED SECTION WHICHEVER IS GREATER.



PROFILE SCALE:
HORZ: 1" = 30'
VERT: 1" = 3'

NOTE:
IF SEASONAL HIGH WATER IS NOT SHOWN ON PROFILE THEN ELEVATION IS LOWER THAN PROFILE DATUM ELEVATION.

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Ridgebrooke Subdivision
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Major Development Plan

Wekiva Run Sewer Connection

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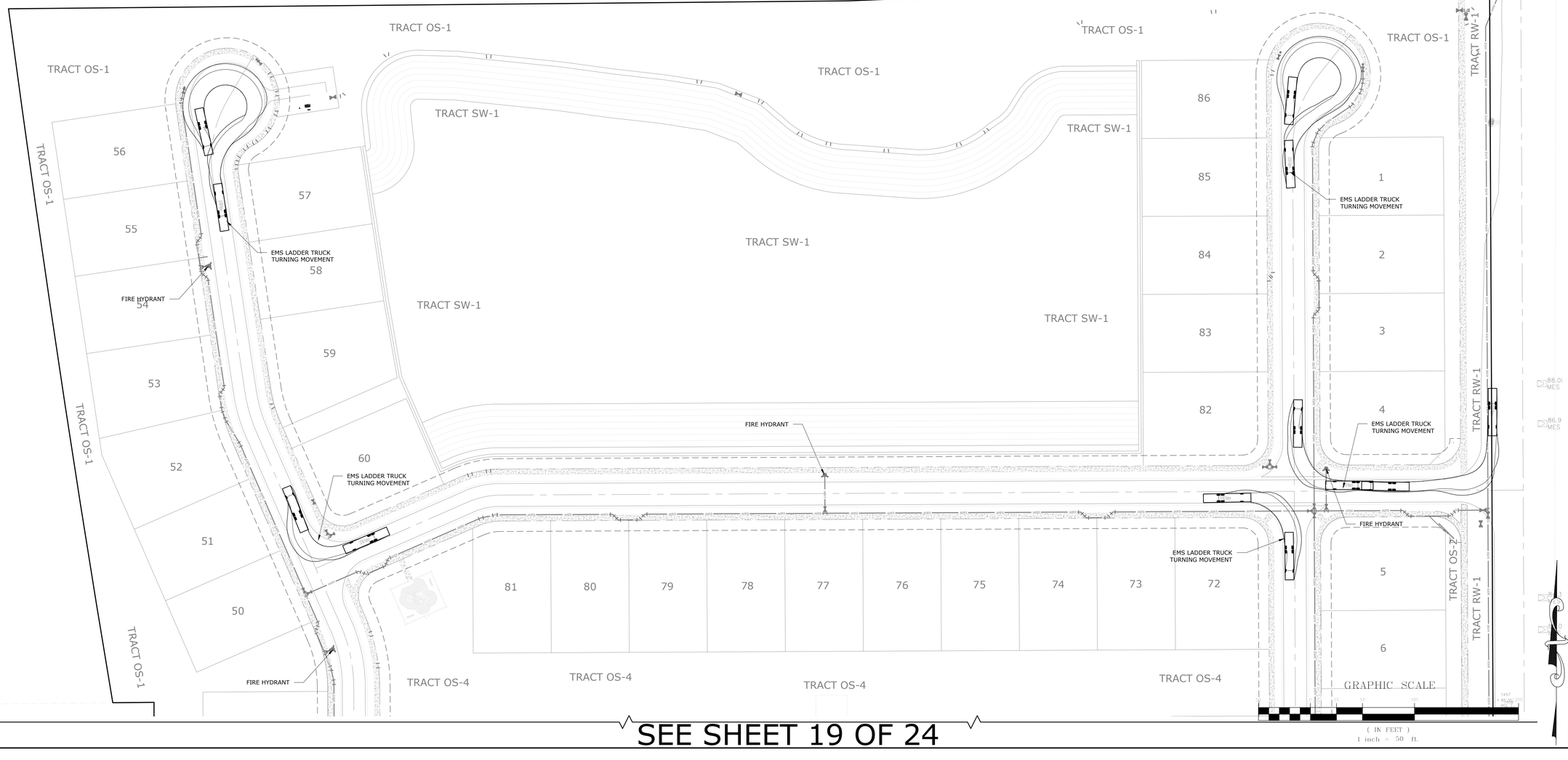
SHEET NUMBER
17 OF 24

NOTES:

1. Fire flow based on FFPC 7th (NFPA 1 and 101 2023 edition) for building is 1,000 gpm or based Table 18.1.
2. Fire hydrants within 250' of building via Fire Department Access Road shall be allowed 1,500 gpm max fire flow credit, over 250' from building max. fire flow credit shall be 1,000 gpm.
3. Non-Sprinklered building shall provide 150' hose lay to all exterior points on the building from the approved Fire Department Access Road(s).
4. Overall Length (Bumper to Bumper)- 45.7 feet Width - 8.33 feet Track - 8.33 feet Lock to Lock Time - 6.0 Steering Angle- 44.2 degrees Min Centerline Radius - 29 feet
5. Fire hydrants shall be marked with blue reflectors in the pavement adjacent to the hydrant.



SEE SHEET 19 OF 24

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Ridgebrooke Subdivision

City of Apopka, Florida

Major Development Plan

Truck Turning Plan 1

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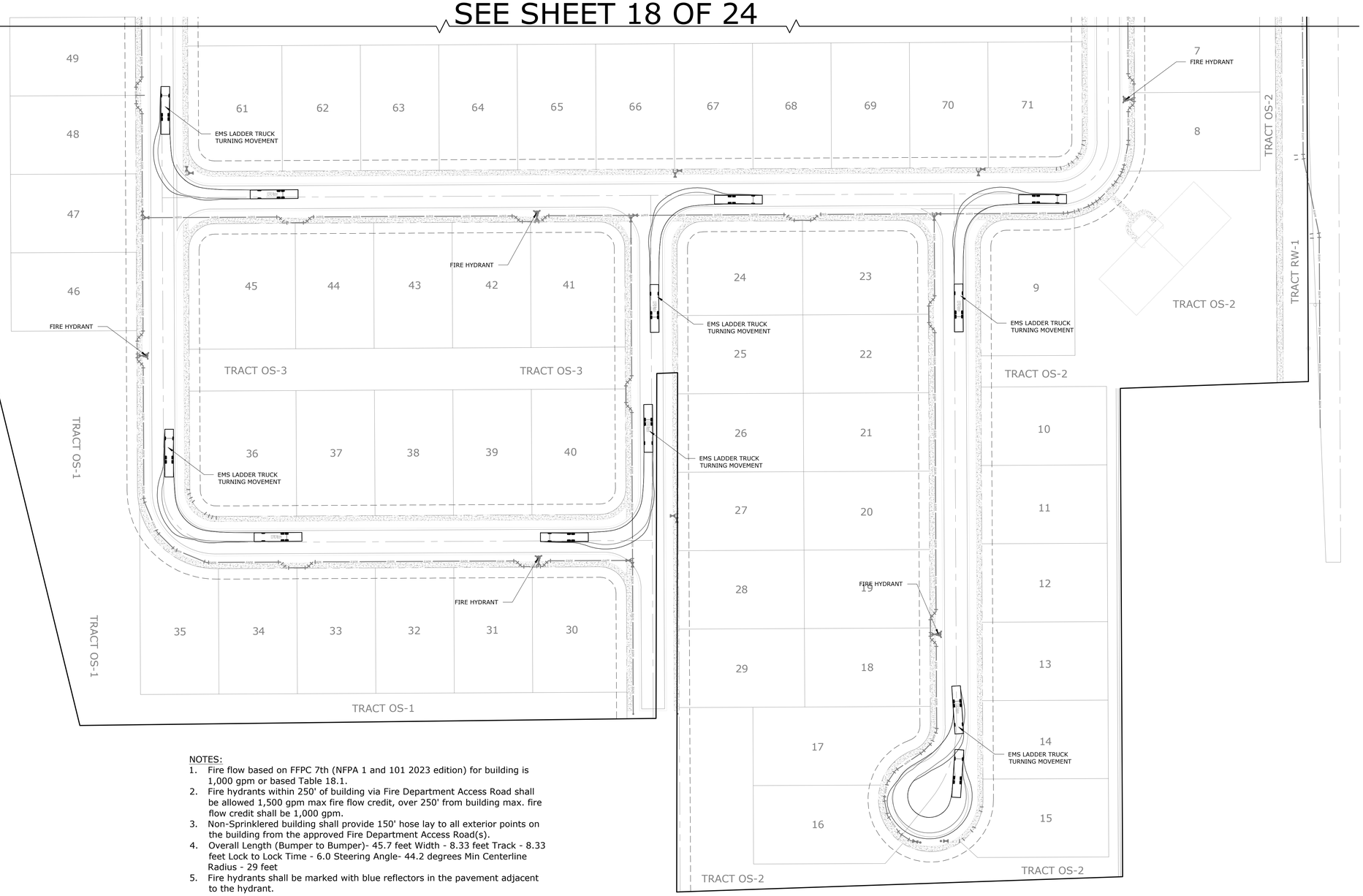
SHEET NUMBER
18 OF 24

SEE SHEET 18 OF 24



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GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

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10	##/##/##	

SHEET NUMBER
19 OF 24

GRAPHIC SCALE

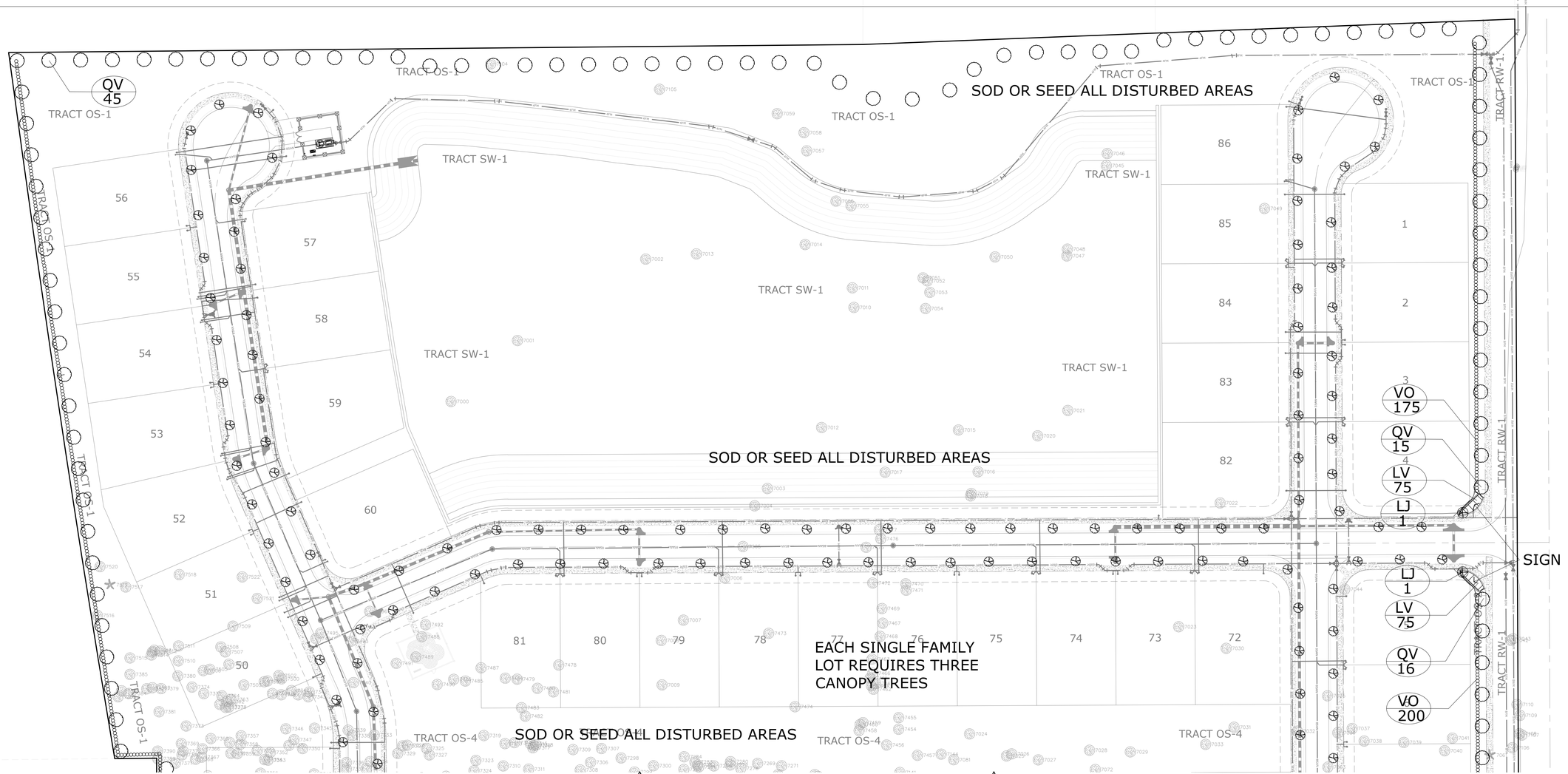
(IN FEET)
1 inch = 50 ft.

Ravensdale Planning & Design

Land Planning • Landscape Architecture • Project Management • Expert Witness

3208 C East Colonial Drive #294 Orlando, Florida 32803

(407) 647-1213



SEE SHEET 21 OF 24

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REGISTERED LANDSCAPE ARCHITECT
SCOTT V. MOORE
LA1020
STATE OF FLORIDA

Lennar Homes Orlando
6675 Westwood Blvd.
Orlando, FL 32821

Ridgebrooke Subdivision

City of Apopka, Florida

Major Development Plan

Landscape Plan 1

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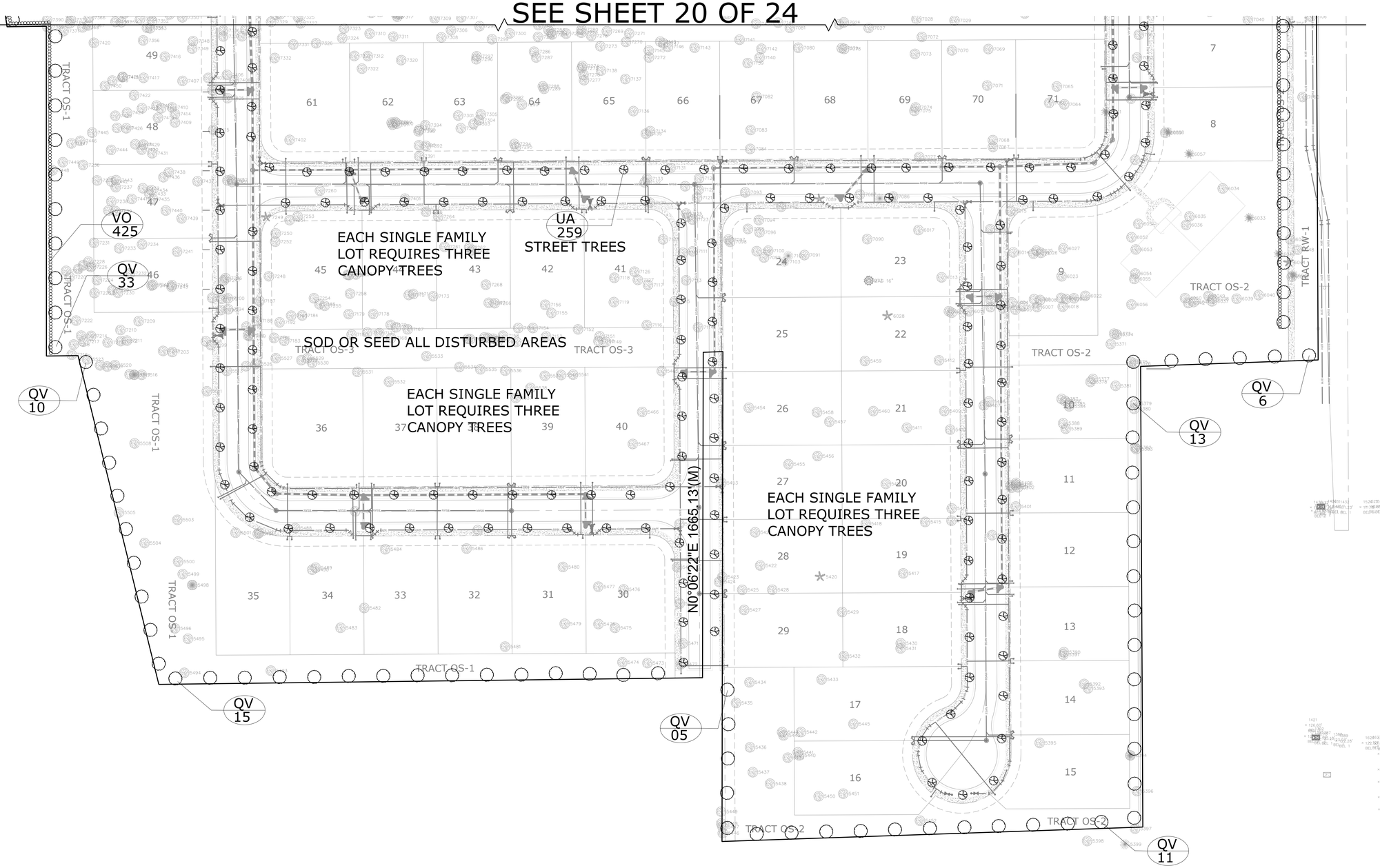
SHEET NUMBER
20 OF 24

SEE SHEET 20 OF 24



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SCOTT V. MOORE
LA1020
STATE OF FLORIDA

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

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SHEET NUMBER
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TREE CALCULATIONS:

TOTAL PROTECTED INCHES ON SITE:	13,321"
TOTAL INCHES REMOVED:	13,321"
TOTAL INCHES RETAINED:	0
TOTAL SPECIMEN INCHES RETAINED:	0
TOTAL INCHES REQUIRED:	13,321"
TOTAL INCHES REPLACED:	2,058"
TOTAL INCHES POST DEVELOPMENT:	2,058"
SITE CLEARING AREA IN SQUARE FEET/ACRES:	30 acres

TREE CALCULATION

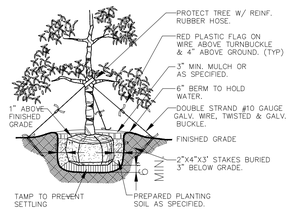
	REMOVED	SAVED
# OF SPECIMEN TREES	188	0
# OF CANOPY TREES	512	0
# OF UNDERSTORY TREES	0	0
TOTAL INCHES REMOVED	11,321"	SAVED 0"

TREE REMOVAL CALCULATION

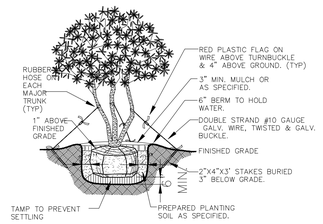
13,321" OAK TREES

13,321" TOTAL INCHES REMOVED
00" TOTAL INCHES SAVED
2,058" TOTAL INCHES INSTALLED
13,321" MINUS 2,058" INSTALLED= 11,263 X $15/IN.= $168,945
TO BE PAID INTO TREE MITIGATION BANK

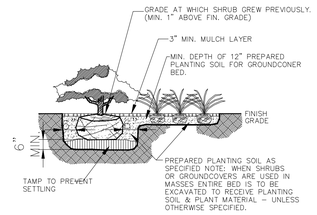
ALL LANDSCAPE AND IRRIGATION SHALL COMPLY WITH THE WATER WISE STANDARDS (SECTION 5.2.5.D)



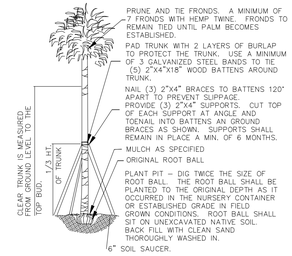
TREE PLANTING DETAIL



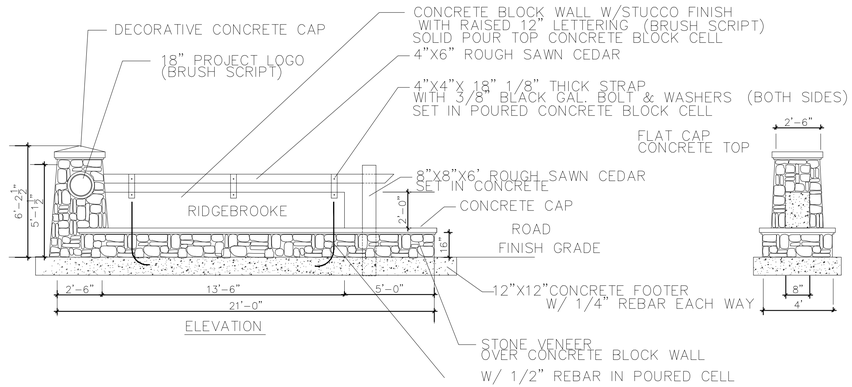
MULTI-TRUNK DETAIL



SHRUB AND GROUND COVER DETAIL



PALM PLANTING DETAIL



ELEVATION

ENTRY SIGN-ELEVATION

NTS

PLANT LIST

SYMBOL	BOTANICAL NAME (COMMON NAME)	MINIMUM SIZE/SPACING	DROUGHT TOLERANCE	NATIVE FLORIDA	QUANTITY
QV	QUERCUS VIRGINIANA (LIVE OAK)	10' MIN.HT. 3" CAL.. 4'-5'MIN.SPREAD.	YES	YES	169
LJ	LIGUSTRUM JAPONICUM (LIGUSTRUM)	8' MIN.HT. 2.5" CAL.. 4'-5'MIN.SPREAD.	YES	NO	2
VO	VIBURNUM ODORATISSIMUM (SWEET VIBURNUM)	30" MIN.HT. 24" MIN.SPREAD 7 GAL. 30" O.C.	YES	NO	800
LV	LIRIOPE VARIEGATA (AZTEC GRASS)	1 GAL. 24" O.C.	YES	NO	150
	SINGLE FAMILY LOTS				
QV	QUERCUS VIRGINIANA (LIVE OAK) OR OTHER APPROVED CANOPY TREE	10' MIN.HT. 3" CAL.. 4'-5'MIN.SPREAD.	YES	YES	258
	STREET TREES (ROOT BARRIER REQUIRED FOR ALL STREET TREES)				
UA	ULMUS ALATA (WINGED ELM)	10' MIN.HT. 3" CAL.. 4'-5'MIN.SPREAD.	YES	YES	259
BAHIA SOD	QUANTITY TO BE CALCULATED BY CONTRACTOR		YES	YES	

PLANT SYMBOL → 00 / XX → PLANT QUANITY

NOTE:
WHERE GALLON REFERENCES MAY CONFLICT WITH HEIGHT/SPREAD AND CALIPER MEASUREMENTS, THE HEIGHT/SPREAD AND CALIPER MEASUREMENTS SHALL GOVERN.

GENERAL LANDSCAPE NOTES

1. ALL PLANTS TO BE FLORIDA NO. 1, OR BETTER AS OUTLINED UNDER 'GRADES AND STANDARDS FOR NURSERY PLANTS, PART I, 1963 AND PART II, STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERETO.
2. ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPERS", OCTOBER, 1980.
3. THE LANDSCAPE CONTRACTOR (CONTRACTED BY OWNER, N.I.C.) SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. IF A VARIATION OCCURS BETWEEN THE PLANS AND THE PLANT LIST, THE PLANS SHALL CONTROL.
4. ALL TREES, SHRUBS AND GROUND COVERS SHALL BE PLANTED USING A SOIL MIXTURE PREPARED ACCORDINGLY (2/3 EXISTING SOIL, 1/3 PEAT).
5. THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO AID DRAINAGE.
6. ALL PLANT BEDS AND TREE WATERING BASINS SHALL BE TOP DRESSED WITH THREE INCHES (3") OF PINE BARK MULCH.
7. NO TREES SHALL BE PLANTED CLOSER THAN 3 FEET (3') FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION .
8. LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTABILITY OF ANY PLANT MATERIAL.
9. ALL LAWN AREAS TO RECEIVE SOD SHALL BE DISKED FOUR(4) TO SIX(6) INCHES AND DRAGGED TO ESTABLISH A LEVEL FINISH GRADE. ALL DEBRIS TO BE REMOVED FROM THE SITE.
10. SOD SHALL BE FREE OF WEEDS AND PESTS. IT SHALL BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. THE SOD SHALL CONTAIN MOIST SOIL WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODDED. SOD SHALL BE ARGENTINE BAHIA'.
11. ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM, DIRECT SPRAY HEADS AWAY FROM ANY NATURAL AREAS AND PAVED SURFACES.
12. THE TREE CALIPER OF ALL TREES SPECIFIED ON THE PLANT LIST SHALL BE AT LEAST TWO &HALF (2.5) INCHES IN DIAMETER WHEN MEASURED AT SIX (6) INCHES ABOVE GRADE.

REGISTERED LANDSCAPE ARCHITECT SCOTT V. MOORE LA1020 STATE OF FLORIDA

Ravensdale Planning & Design
Land Planning Landscape Architecture Project Management Expert Witness
5106 South Pointe Drive Inverness, Florida 34450
(407) 647-1213

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NO.	DATE	DESCRIPTION
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2	mm/dd/yy	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
3	mm/dd/yy	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
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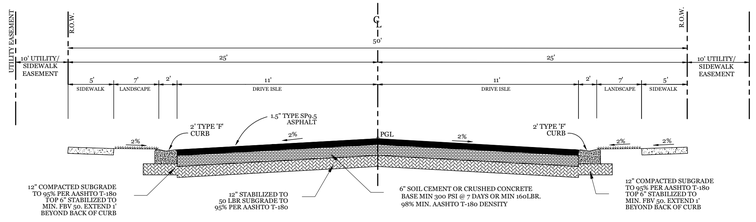
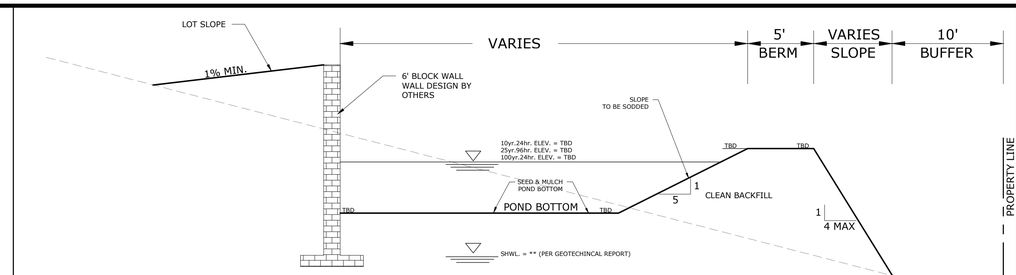
9	mm/dd/yy	
10	mm/dd/yy	

SHEET NUMBER
22 OF 24



100 - TYPICAL 50' ROW ROADWAY CROSS SECTION DETAIL
N.T.S.



106 - DRY RETENTION POND CROSS SECTION
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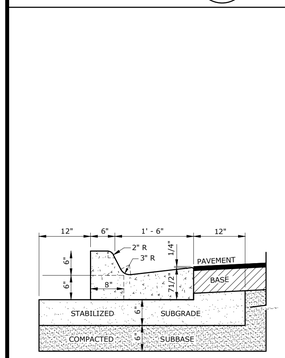
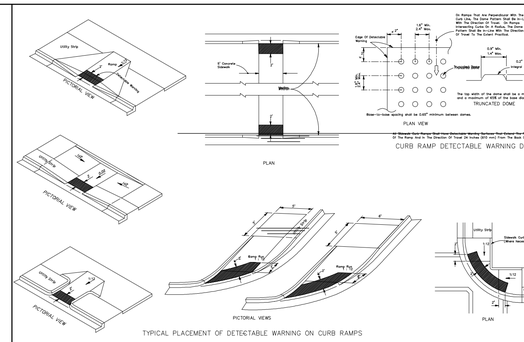
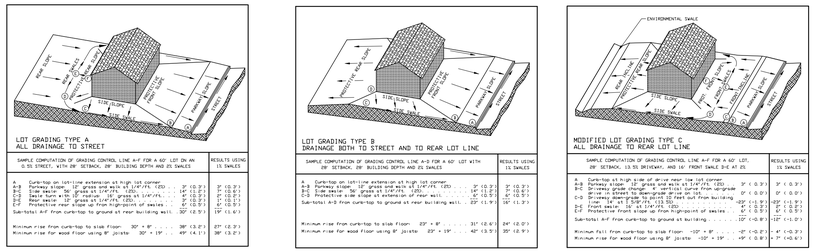


101 - TYPE 'F' CURB DETAIL
N.T.S.



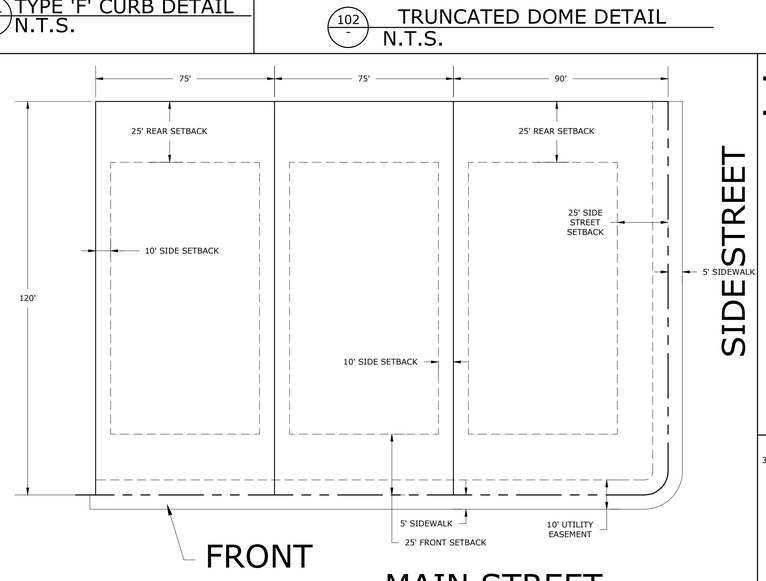
102 - TRUNCATED DOME DETAIL
N.T.S.



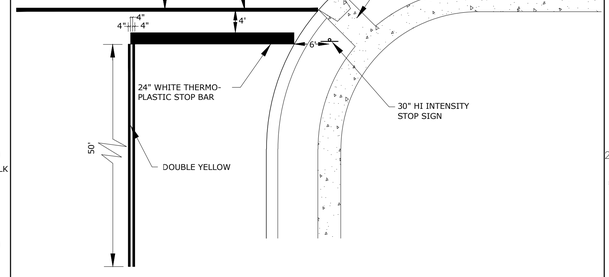
107 - TYPE 'A' LOT GRADING
N.T.S.

108 - TYPE 'B' LOT GRADING
N.T.S.

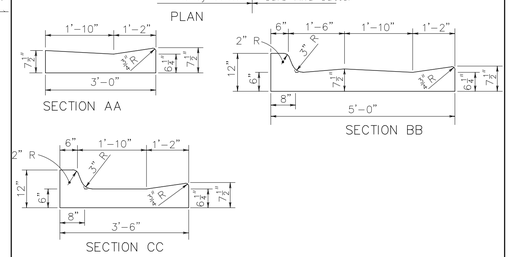
109 - TYPE 'C' LOT GRADING
N.T.S.



103 - TYPICAL RSF-1B LOT LAYOUT PLAN
N.T.S.



110 - STOP SIGN, STOP BAR & CROSSWALK
N.T.S.

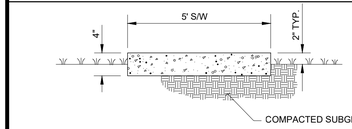


113 - VALLEY GUTTER DETAIL
N.T.S.

Lot Area Table				
Lot Number	Gross Area (sqft)	Gross Area (ac.)	Lot Width (ft)	Zoning
1	8,991.00	0.21	75	RSF-1B
2	9,000.00	0.21	75	RSF-1B
3	9,000.00	0.21	75	RSF-1B
4	10,553.00	0.24	90	RSF-1B
5	10,553.37	0.24	90	RSF-1B
6	9,000.00	0.21	75	RSF-1B
7	9,000.00	0.21	75	RSF-1B
8	9,055.48	0.21	75	RSF-1B
9	10,636.00	0.24	75	RSF-1B
10	9,000.00	0.21	75	RSF-1B
11	9,000.00	0.21	75	RSF-1B
12	9,000.00	0.21	75	RSF-1B
13	9,000.00	0.21	85	RSF-1B
14	9,000.00	0.21	85	RSF-1B
15	9,463.20	0.22	75	RSF-1B
16	9,544.89	0.22	75	RSF-1B
17	11,371.17	0.26	75	RSF-1B
18	9,000.00	0.21	75	RSF-1B
19	9,000.00	0.21	75	RSF-1B
20	9,000.00	0.21	75	RSF-1B
21	9,000.00	0.21	75	RSF-1B
22	9,000.00	0.21	75	RSF-1B
23	10,665.87	0.24	75	RSF-1B
24	10,665.87	0.24	75	RSF-1B
25	9,000.00	0.21	75	RSF-1B
26	9,000.00	0.21	75	RSF-1B
27	9,000.00	0.21	75	RSF-1B
28	9,000.00	0.21	75	RSF-1B
29	9,000.00	0.21	75	RSF-1B
30	10,665.87	0.24	75	RSF-1B
31	9,000.00	0.21	75	RSF-1B
32	9,000.00	0.21	85	RSF-1B
33	9,000.00	0.21	75	RSF-1B
34	9,000.00	0.21	75	RSF-1B
35	10,083.03	0.23	75	RSF-1B
36	12,099.87	0.28	75	RSF-1B
37	9,000.00	0.21	75	RSF-1B
38	9,000.00	0.21	75	RSF-1B
39	9,000.00	0.21	75	RSF-1B
40	10,665.87	0.24	75	RSF-1B
41	10,665.87	0.24	75	RSF-1B
42	9,000.00	0.21	90	RSF-1B
43	9,000.00	0.21	90	RSF-1B
44	9,000.00	0.21	75	RSF-1B
45	12,099.87	0.28	75	RSF-1B
46	9,000.00	0.21	75	RSF-1B
47	9,000.00	0.21	75	RSF-1B
48	9,000.00	0.21	75	RSF-1B
49	9,000.00	0.21	75	RSF-1B
50	9,000.00	0.21	75	RSF-1B
51	9,000.00	0.21	75	RSF-1B
52	9,944.63	0.23	75	RSF-1B
53	9,355.21	0.21	90	RSF-1B
54	9,000.00	0.21	75	RSF-1B
55	9,000.00	0.21	75	RSF-1B
56	9,000.17	0.21	75	RSF-1B
57	8,997.18	0.21	75	RSF-1B
58	9,000.00	0.21	75	RSF-1B
59	10,979.79	0.25	75	RSF-1B
60	10,665.87	0.24	75	RSF-1B
61	10,665.87	0.24	75	RSF-1B
62	9,000.00	0.21	75	RSF-1B

Lot Area Table				
Lot Number	Gross Area (sqft)	Gross Area (ac.)	Lot Width (ft)	Zoning
63	9,000.00	0.21	90	RSF-1B
64	9,000.00	0.21	75	RSF-1B
65	9,000.00	0.21	75	RSF-1B
66	9,000.00	0.21	75	RSF-1B
67	9,000.00	0.21	75	RSF-1B
68	9,000.00	0.21	75	RSF-1B
69	9,000.00	0.21	75	RSF-1B
70	9,000.00	0.21	75	RSF-1B
71	10,665.87	0.24	75	RSF-1B
72	11,284.39	0.26	75	RSF-1B
73	9,515.43	0.22	75	RSF-1B
74	9,515.43	0.22	75	RSF-1B
75	9,515.43	0.22	75	RSF-1B
76	9,515.43	0.22	75	RSF-1B
77	9,515.43	0.22	75	RSF-1B
78	9,515.43	0.22	75	RSF-1B
79	9,515.43	0.22	75	RSF-1B
80	9,515.43	0.22	75	RSF-1B
81	9,433.46	0.22	75	RSF-1B
82	10,665.87	0.24	75	RSF-1B
83	9,000.00	0.21	75	RSF-1B
84	9,000.00	0.21	75	RSF-1B
85	9,000.00	0.21	75	RSF-1B
86	9,011.41	0.21	75	RSF-1B

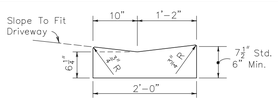
111 - LOT AREA TABLE
N.T.S.



CONCRETE WALK AT 3,000 PSI
WOOD FLOAT FINISH. SAW CUT
CONTRACTION JOINTS AT 5' O.C. MIN.
EXPANSION JOINT AT 20' O.C. MIN

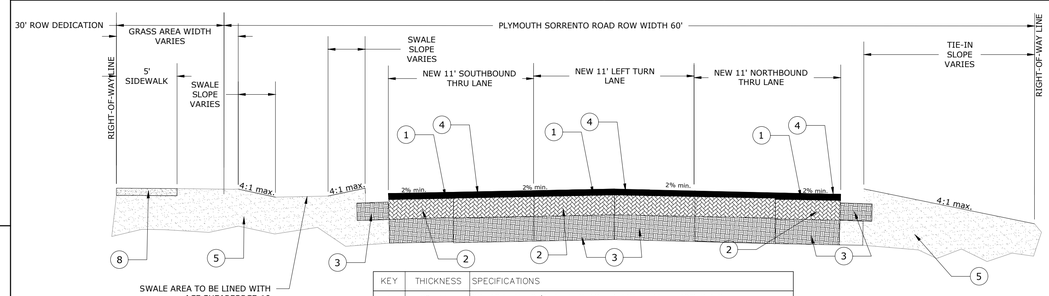
NOTE: ALL SIDEWALK TO BE CONSTRUCTED AS PART OF INFRASTRUCTURE

104 - STANDARD SIDEWALK DETAIL
N.T.S.



For curb, gutter, curb and gutter and traffic separators provide 4" contraction joints at 10' centers (max.). Contraction joints adjacent to concrete pavement on tangents and flat curves are to match the pavement joints, with intermediate joints not to exceed 10' centers.

105 - MIAMI CURB
N.T.S.



KEY	THICKNESS	SPECIFICATIONS
1	2" MIN.	SP-12.5 TL-C/D Asphalt Min. 1 Lift – Max. 30% R.A.P.
2	10"	Crushed Concrete Fines Min. LBR 160 & 98% Compaction per T-180
3	12"	Type B Stabilized Subgrade, 98% Min. Compaction, LBR 40 or FBV 75 Alt SG-1: (6" additional of Key Item #2 specified above) Extend 1' beyond curb as needed
4	1.25" MIN.	FC-9.5 TL-C Asphalt Friction Course/Leveling Course 1 Lift Max. 20% R.A.P.
5	N/A	Earth / Soil
6	1.25" – 2.5"	Mill & Resurface w/ FC-9.5 TL-C Asphalt Friction Course 1 Lift Max 20% R.A.P.
7	N/A	Type 'F' Curb & Gutter
8	4"	5' Wide 4000 PSI Fiber Reinforced Sidewalk

112 - PLYMOUTH SORRENTO ROAD LEFT TURN WIDENING SECTION
N.T.S.(DESIGN SPEED 50 MPH; POSTED 45MPH)

G L SUMMITT
ENGINEERING INC
Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
phone: 407-323-0705
fax: 407-992-8650
www.GLSeng.com

Lennar Homes Orlando
6675 Westwood Blvd.
Orlando, FL 32821

Ridgebrooke Subdivision

City of Apopka, Florida

Major Development Plan

General Details 1

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date: December 08, 2024
FL Registration #58775
Certificate of Authorization #29665

Revisions

NO.	DATE	DESCRIPTION
1	#####	##########
2	#####	##########
3	#####	##########
4	#####	
5	#####	
6	#####	
7	#####	
8	#####	
9	#####	
10	#####	

SHEET NUMBER
23 OF 24

200 - CONCEPTUAL ARCHITECTURAL ELEVATIONS
N.T.S.

G L SUMMITT
ENGINEERING INC
Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
phone: 407-323-0705
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Ridgebrooke Subdivision
City of Apopka, Florida

Major Development Plan

Architectual Elevations

Plans not valid unless Signed, Dated and Sealed below.

GEOFFREY L. SUMMITT, P.E.
Date: December 08, 2024
FL Registration #58775
Certificate of Authorization #29665

Revisions

NO.	DATE	DESCRIPTION
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2	mm/dd/yy	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
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SHEET NUMBER
24 OF 24

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Plymouth Oaks Rd
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437
Putter Rd
Putter Rd
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Overlook Rd
Bailey Hill Rd
S Citrus Cir
State Road 429
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Sorrento Ave
Plymouth Sorrento Rd
Ponkan
Yothers Rd
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Parcel selection
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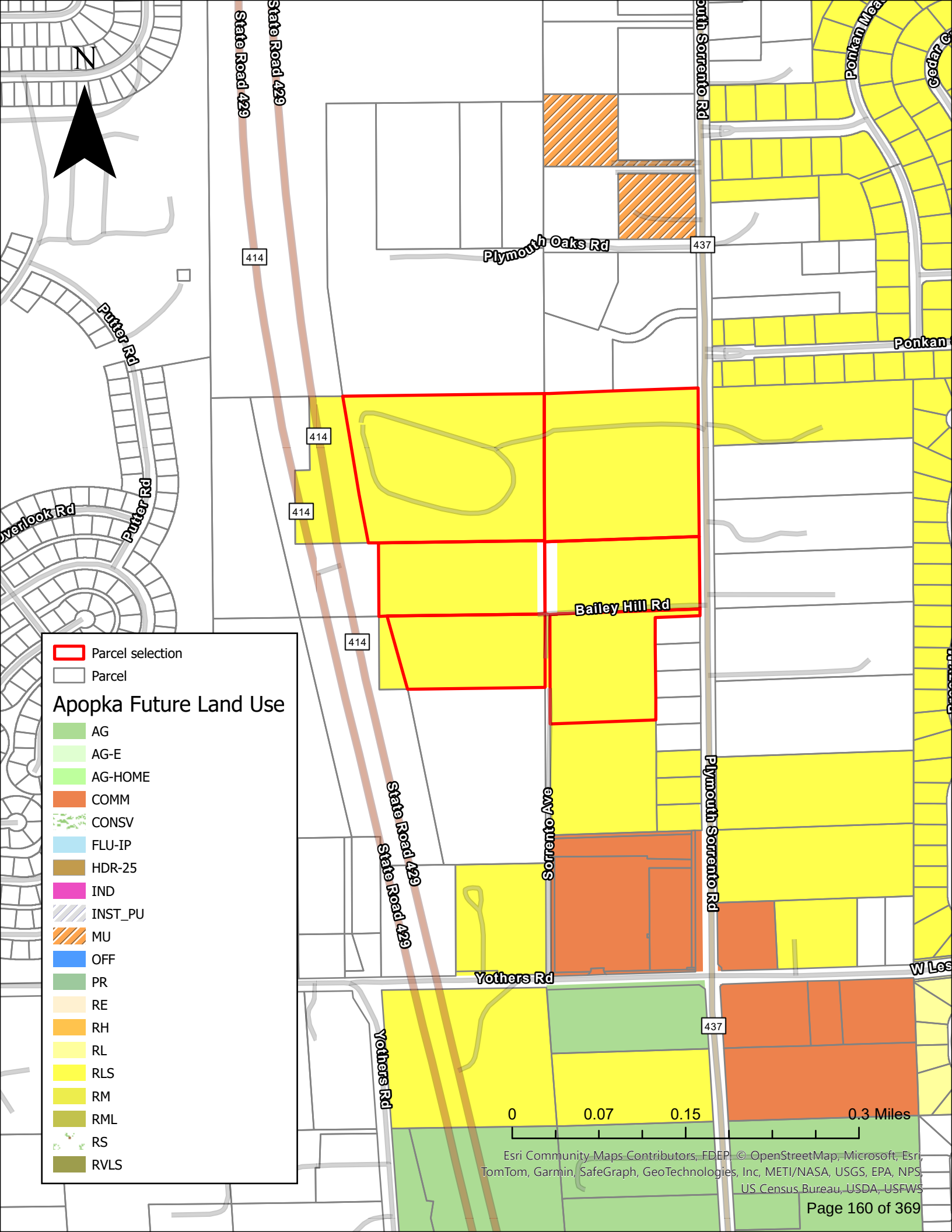
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Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

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Ponkan Meadows
Cedar C
Plymouth Oaks Rd
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Putter Rd
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Putter Rd
Overlook Rd
Bailey Hill Rd
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State Road 429
Sorrento Ave
Plymouth Sorrento Rd
Yothers Rd
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Parcel selection
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MU-ES-GT
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Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 2.
Meeting Date: April 16, 2025
Department: Legal Department

SUBJECT:
Fourth Amendment to Development Agreement Kelly Park Property

REQUEST:
Approval of the Fourth Amendment to Development Agreement for the Kelly Park Property.

SUMMARY:
The 4th amendment resolves an issue caused by the amount of transportation impact fees paid by the DHIC 324 unit Apartment Project, “Ascend Crossroads,” which fees contribute to the funds to be used to construct the Kelly Park Road Improvements under the Kelly Park Road pioneering agreement. Because DHIC applied for its permits before the July 2023 effective date for the increased transportation impact fees, the amount of impact fees it paid was substantially less than anticipated under the pioneering agreement. By reducing some of the requirements under the original DA for Galvin the pioneering agreement can be fulfilled as intended. The amendment accomplishes this by:

1. deleting all obligations pertaining to the Effie Drive WM Extension;
2. extending the completion time for the design, engineering, permitting and construction by Developer of improvements at Round Lake Road’s intersection with Kelly Park Road;
3. granting to Developer Impact Fee Credits based upon costs for construction by Developer of the Trail upon the lands of Crossroads at Kelly Park along Ondich Road in accordance with construction plans approved by the City and/or Orange County, Florida.

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Approval of the Fourth Amendment to Development Agreement for the Kelly Park Property.

ATTACHMENTS:
1. Fourth Amendment to Development Agreement-3.18.25
2. Kelly Park Development Agreement executed & recorded (+exhibits)
3. Kelly Park Property - First Amendment to Development Agreeement
4. Kelly Park Property - Second Amendment to DA -(Recorded)
5. Third Amendment to Development Agreement 08-13-2024

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Tax Parcel Identification Numbers:

11-20-27-0000-00-003
11-20-27-0000-00-013
11-20-27-0000-00-036
11-20-27-0000-00-070

SPACE ABOVE THIS LINE FOR RECORDING DATA

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (Kelly Park Property)

This FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Fourth Amendment**") is made and entered into as of the Effective Date (hereinafter defined) by and among the CITY OF APOPKA, FLORIDA, a Florida municipal corporation, ("**City**") whose address is 120 East Main Street, Apopka, Florida, 32703, KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company, ("**KPLI**") HARRISKP, LLC, a Florida limited liability company, ("**Harriskp**") and GALVIN LAND SERVICES, LLC, a Florida limited liability company, ("**Galvin**," and together with KPLI and Harriskp, collectively, "**Developer**") whose address is 121 Snell Isle Boulevard NE, St. Petersburg, Florida, 33704. Developer and City are sometimes together referred to herein as the "**Parties**," and separately as a "**Party**," as the context requires.

RECITALS

A. Prior to this Fourth Amendment, Developer and City entered into that certain "Development Agreement (Kelly Park Property)" executed on June 16, 2022 and recorded as Document No. 20220474291 of the Public Records of Orange County, Florida (the "**Original Agreement**"), as well as that certain "First Amendment to Development Agreement," executed on August 3, 2022 and recorded as Document No. 20230100263 (the **"First Amendment**"), and the "Second Amendment to Development Agreement" executed on December 7, 2022 and recorded as Document No. 20230019619 (the "**Second Amendment**"), and the "Third Amendment to Development Agreement" executed on August 12, 2024 and recorded as Document No. 20240513434 (the "**Third Amendment**") (together, the Original Agreement and two amendments may be referred to as the "**Amended Development Agreement**" or "**Development Agreement"**).

B. The Amended Development Agreement provides certain requirements and provisions regarding the installation by Developer of a new potable water main within Effie Drive north from West Kelly Park Road to the portion of Effie Drive where the Property has frontage (the "**Effie Drive WM Extension**," as defined in the Original Agreement. The Parties desire and intend to hereby delete from the Amended Development Agreement and release Developer from all obligations thereunder pertaining to the Effie Drive WM Extension.

C. The Amended Development Agreement provides certain requirements and provisions regarding the design, engineering, permitting and construction by Developer of improvements at Round Lake Road's intersection with Kelly Park Road (the "**Round Lake Road Improvements**" or "**Intersection Improvements,**" as defined in the Original Agreement), including the period during which the Round Lake Improvements are to be completed by Developer). The Parties desire and intend to hereby revise and restate the Completion Time.

D. The Parties also desire and intend to agree upon terms and provisions for the granting of credits for impact fees ("**Impact Fee Credits**") by the City to the Developer based upon costs of construction by Developer for a segment of a pedestrian walkway (a "**Trail**") upon the lands of Crossroads at Kelly Park along Ondich Road.

THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Defined Terms**. Defined (capitalized) terms used herein, but which are not specifically defined herein, shall have the meanings given to such terms by the Amended Development Agreement.

3. **Effie Drive WM Extension**. The Amended Development Agreement is hereby amended to release and discharge Developer from all obligations pertaining to the Effie Drive WM Extension, including without limitation all terms pertaining to obligations of Developer for the Effie Drive WM Extension stated in Section 8 of the Original Agreement, Section 9 of the Original Agreement, and Section 7 of the Third Amendment, which are hereby deleted.

4. **Round Lake Road Improvements**. The Amended Development Agreement is hereby amended to provide that the only Round Lake Road Improvements (Intersection Improvements) to be constructed by Developer shall consist of turn lane(s) and not any temporary or permanent traffic control signal (a "**Signal**") at the intersection of Round Lake Road and Kelly Park Road. It shall be the responsibility of either the City or Orange County, Florida to install the Signal. Section 5 of the Original Agreement and Section 3 of the Third Amendment are hereby revised and modified to restate the time allowed for Developer to complete the design, engineering, permitting and construction of the Intersection Improvements (the "**DEP&C**") prior to the issuance of the first certificate of occupancy to extend the Completion Time. Developer shall instead complete the DEP&C for the Intersection Improvements prior to the last to occur of either: (a) the end of twelve (12) months after the issuance of the first certificate of occupancy for the Project; or (b) the end of twelve (12) months following the procurement of all rights-of-way and easement rights required for the lawful construction and use of the Intersection Improvements.

5. **Impact Fee Credits.** The City hereby grants to Developer Impact Fee Credits based upon costs for construction by Developer of the Trail upon the lands of Crossroads at Kelly Park along Ondich Road in accordance with construction plans approved by the City and/or Orange County, Florida. At such time as construction of the Trail shall be completed by Developer,

the City will duly enter and register the Impact Fee Credits in the name of Developer in the City's Transportation Impact Fee Credit Registry in accordance with the Roadway Funding Agreement to which Developer and the City are parties.

6. **Conflict**. In the event of any conflict between the provisions of the Amended Development Agreement and the provisions of this Fourth Amendment, the provisions of this Fourth Amendment shall control.

7. **Ratification**. The Parties hereby ratify and reaffirm the terms of the Amended Development Agreement and agree that nothing contained herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in the Amended Development Agreement, except as herein expressly modified, and the Development Agreement shall continue in full force and effect.

8. **Entire Agreement**. This Fourth Amendment constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements.

9. **Negotiation**. Each Party hereby acknowledges that it was properly represented in the negotiation of this Fourth Amendment and this Fourth Amendment shall not be more strictly construed against one Party or another as a result of such Party's participation in the drafting of this Fourth Amendment.

10. **Counterparts**. This Fourth Amendment may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

11. **Controlling Law**. This Fourth Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of City now in effect and those hereinafter adopted.

12. **Fourth Amendment Effective Date**. The "**Effective Date**" of this Fourth Amendment shall mean and refer to the date that this Fourth Amendment has been executed by all parties.

13. **Recording in Public Records**. This Fourth Amendment, executed by all Parties, shall be recorded in the Public Records of Orange County, Florida. The City Clerk of City shall insure that proper recording of this Third Amendment is accomplished within fourteen (14) days after the execution of this Fourth Amendment by all Parties.

[signature pages and exhibit follow]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be duly executed.

"CITY"

Signed, sealed, and delivered in the presence of:	**CITY OF APOPKA, FLORIDA, a Florida municipal corporation**
_____	By: _____
Print Name:_____	Print Name: _____
_____	Title: _____
Print Name:_____	Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2025, by _____, as _____ of CITY OF APOPKA, FLORIDA, a Florida municipal corporation, on behalf of the city. S/He ___ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public

_____
Print Name

My Commission Expires:_____

Signed, sealed, and delivered in the presence of:	**KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company**
_____	By:_____
Print Name:_____	Print Name: **Mike Galvin**
_____	Title: **Manager**
Print Name:_____	Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2025, by Mike Galvin, as Manager of KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company. He ___ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public

_____
Print Name

My Commission Expires:_____

Signed, sealed, and delivered
in the presence of:

HARRISKP, LLC,
a Florida limited liability company

_____

Print Name:_____

_____

Print Name:_____

By: _____

Print Name: **Eddie Rivera**

Title: **Manager**

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2025, by Eddie Rivera, as Manager of HARRISKP, LLC, a Florida limited liability company, on behalf of the company. He ___ is personally known to me OR ___ has produced a valid driver's license as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public

_____
Print Name

My Commission Expires:_____

Signed, sealed, and delivered in the presence of:	**GALVIN LAND SERVICES, LLC,** **a Florida limited liability company**
_____	By:_____
Print Name:_____	Print Name: **Mike Galvin**
_____	Title: **Manager**
Print Name:_____	Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2025, by Mike Galvin, as Manager of GALVIN LAND SERVICES, LLC, a Florida limited liability company, on behalf of the company. He ___ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

_____
Notary Public

_____
Print Name

My Commission Expires:_____

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

LOWNDES LAW
ATTN: TARA L. TEDROW, ESQ.
215 N EOLA DRIVE
ORLANDO, FL 32801

DOC# 20220723788
12/02/2022 07:48:35 AM Page 1 of 48
Rec Fee: $409.50
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK

Tax Parcel Identification Numbers:

13-20-27-0000-00-005
13-20-27-0000-00-026
13-20-27-0000-00-061
13-20-27-0000-00-023
13-20-27-0000-00-032

SPACE ABOVE THIS LINE FOR RECORDING DATA

DEVELOPMENT AGREEMENT
(Kelly Park Crossings Property)

THIS DEVELOPMENT AGREEMENT (this **"Agreement"**) is made and entered into as of the Effective Date (hereinafter defined) by and among the CITY OF APOPKA, FLORIDA, a Florida municipal corporation, ("**City**") whose address is 120 East Main Street, Apopka, Florida, 32703, and **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company, (the **"Developer"**) whose address is 660 Beachland Blvd, Suite 301, Vero Beach, FL 32963. Developer and City are sometimes together referred to herein as the **"Parties"**, and separately as a **"Party"**, as the context requires.

RECITALS

A. Developer is the fee simple owner of those certain parcels of real property presently bearing Orange County Tax Parcel Identification Numbers 13-20-27-0000-00-005, 13-20-27-0000-00-026, 13-20-27-0000-00-061, 13-20-27-0000-00-023 and a seven (7) acre portion of 13-20-27-0000-00-032 located in incorporated City of Apopka, Orange County, (**"County"**) Florida, (collectively, the **"Property"**) which are collectively approximately 257.05 total acres in size, and which are legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

B. Developer is processing certain land use and zoning approvals with City, including: (i) an application to assign all of the Property the Kelly Park Interchange District Mixed Use (MU-KPI) zoning classification (the **"Zoning Application"**); (ii) an application to apply, pursuant to the Kelly Park Interchange Form-Based Code (the **"KPI Form-Based Code"**) set forth in Appendix A of the City of Apopka Land Development Code (the **"Land Development Code"**), the "Interchange," "Transition," "Employment" and "Village Center" character zones to certain portions of the Property, as reflected in the Master Plan (the **"Character Zone Application"**); and

(iii) approval of a Planned Development Master Plan (the **"Master Plan"**) (the foregoing being collectively referred to herein as the **"Approvals"**).

C. The Property is proposed for a maximum of 2,931 multifamily residential units, 1,100,000 square feet of non-residential office/commercial/retail uses and up to 1,800,000 square feet of industrial uses, as well as community gathering spaces, open spaces, and other amenities for internal community use, as well as certain pedestrian and bicycle lanes available for use by the public at large, all as more specifically set forth herein (collectively, the **"Project"**).

D. The maximum density and intensity allowed in each of the character zones reflected on the Master Plan shall be allocated over the entire acreage of each such character zone as set forth on **Exhibit "B"** attached hereto.

E. Developer intends to develop the Project infrastructure including streets, open space, stormwater management system, utilities, buffers, and entrance features and assign to one or more builders/entities (the **"Builders"**) the obligations under this Agreement that directly relate to constructing non-residential and multi-family residential units on the various lots and tracts and constructing driveways, sidewalks, amenities, and installing landscaping within the Project.

F. Developer desires to obtain the Approvals and to receive assurances from City, as set forth herein.

G. City desires that Developer and Builders develop the Property in accordance with the City's Comprehensive Plan, the Land Development Code, and the terms and conditions of this Agreement.

H. In order to fully develop the Property as intended, Developer must install, in accordance with City technical specifications, and in exchange for impact fee credits (where eligible in cases of oversizing and for material cost differences), two (2) connections to the City's potable water system. One of which connections will run from the City's existing potable water main within West Kelly Park Road, (or as such potable water main will exist following the City's planned capital improvement projects to the City's potable water system) south within the corridor of the proposed southerly extension of Effie Road through the Property. The other of which connections will run within the corridor of the Sadler Road extension within the Property from the eastern side of Golden Gem Road and terminating at the western side of SR 429 within the roadway corridor (collectively, the **"Potable Water Improvements"**).

I. In order to develop the Property as intended, Developer must also install, in accordance with City technical specifications, and in exchange for impact fee credits (where eligible in cases of oversizing and for material cost differences), two (2) connections to the City's sanitary sewer system. One of which connections will run from the City's existing sanitary sewer force main within West Kelly Park Road (or as such sanitary sewer force main will exist following the City's planned capital improvement projects to the City's sanitary sewer system) south within the southerly extension of Effie Road through the Property. The other of which connections will run within the corridor of the Sadler Road extension within the Property to the intersection of the Effie Road extension within the roadway corridor (the **"Sanitary Sewer Improvements"**).

J. In order to provide reclaimed water service to the Project, Developer must install, in accordance with City technical specifications, and in exchange for impact fee credits (where eligible in cases of oversizing and for material cost differences), a connection to the City's reclaimed water system, which connection will run from the City's existing reclaimed water main within West Kelly Park Road south within the Effie Road extension within the Property (the **"Reclaimed Water Improvements"**).

K. The installation of the Potable Water Improvements, the Sanitary Sewer Improvements, and the Reclaimed Water Improvements (collectively, the **"Utility Improvements"**) will be an improvement which will benefit the long-term future of the City.

L. Developer, or its successors and assigns or Builders, agree to develop the Project upon the Property and to construct the Utility Improvements in accordance with and subject to the terms of this Agreement for the uses substantially as depicted in the Approvals, and to further install such other improvements as are required by the Approvals (the **"Development Improvements"**).

M. The Master Plan, a reduced copy of which is contained in **Exhibit "B"** attached hereto and incorporated herein by this reference, is consistent with and meets the intent of the MU-KPI zoning classification and the KPI Form-Based Code, and complies with all requirements of the KPI Form-Based Code.

N. City is authorized by home-rule powers to enter into agreements regarding the development and redevelopment of property.

O. The City Council of City approved a Master Plan for the Project on October 18, 2022.

P. The City Council of City scheduled, advertised, and held a public hearing on November 16, 2022 to consider this Agreement, and heard all persons desiring to speak for or against this Agreement.

Q. The City Council of City duly considered the remarks and comments offered regarding this Agreement made at said public hearing.

R. The Parties desire to enter into this Agreement to provide the citizens of the City a quality development in the form of the Project.

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **References to Streets and Tracts**. All references to street names and tract numbers in this Agreement correlate with the street names and tract numbers as depicted in the Approvals.

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

(a) City Objectives:

(1) To ensure construction of the Utility Improvements and other Development Improvements are consistent with the terms of this Agreement;

(2) To have the Utility Improvements constructed by Developer in accordance with City engineering specifications and the terms set forth herein;

(3) To have Developer, a Builder, or a contractor for Developer or a Builder, as applicable, at time of platting, post-performance bond(s) and/or other financial assurance(s) acceptable to City to ensure completion of any Development Improvements not yet completed within such portion of the Project then being platted, as provided herein;

(4) To ensure that Developer or a Builder creates at least one mandatory entity to govern the Project and maintain the infrastructure needed to support the Project, including the stormwater ponds within the Project;

(b) Developer Objectives:

(1) To obtain from City timely reviews and approvals for the Project;

(2) To clarify Developer's and the successor Builders' rights and obligations regarding the Project;

(3) To develop the Project in accordance with the terms and conditions of this Agreement;

(4) To confirm, subject to the terms and provisions of this Agreement, the satisfaction of all transportation concurrency requirements of the Project;

(5) To obtain reimbursement or utility fee credits for constructing the Utility Improvements incurred by Developer and/or Builders in connection with the design, engineering, permitting, and construction;

(6) To obtain reimbursement for the costs incurred by Developer and/or Builders to oversize, upsize, or extend any Utility Improvements, at the request of City, to accommodate capacity for other developments in the City;

(7) To set forth the Parties' understandings as to the status of school capacity for the Project;

(8) To further document the modifications to the Land Development Code and/or the KPI Form-Based Code that have been approved by City as part of the Approvals;

(9) To specify the nature of the Project provisions implemented to satisfy the requirements of Subsection R.1 of the KPI Form-Based Code;

(10) To obtain certain assurances from City concerning Developer's ability to form a community development district for the Project in the future;

(11) To provide certainty as to possible future expansions of the Project to include additional lands;

(12) To provide for signage; and

(13) To obtain assurances from City concerning City's future cooperation with Developer and Builders to implement this Agreement and develop the Project, including with respect to the treatment of minor or insignificant changes to the Project.

4. **Utility Improvements**. Developer shall design, engineer, permit, and construct (**"DEP&C"**) the Utility Improvements at its sole initial cost and expense (but subject to the provisions of Section 5) according to the timelines set forth:

(a) DEP&C for any Utility improvements to be located within the Sadler Road extension shall occur no later than the issuance of a certificate of occupancy for the first phase of any industrial development.

(b) DEP&C for any Utility improvements to be located within the Effie Road extension shall occur no later than the issuance of a certificate of occupancy for the first phase of any multifamily development that utilizes Effie Road for access.

Prior to commencing construction of the Utility Improvements, Developer, a Builder, or a contractor for Developer or a Builder, as applicable, shall post a performance bond or other financial assurance acceptable to City in an amount equal to 110% of the estimated cost of the Utility Improvements, in order to ensure completion of such improvements, and shall otherwise comply with the terms of Section 5.15 of the Land Development Code. Thereafter, the amount of the bond or other financial assurance may be reduced from time to time as improvements are completed and accepted by City, in accordance with the procedures set forth in Section 5.15 of the Land Development Code. Such performance bond or other financial assurance may be combined with the performance bond(s) or other financial assurance(s) assuring the completion of the Development Improvements, and/or other improvements to be constructed pursuant to this paragraph (if any). Upon completion and acceptance by City, Developer shall convey the Utility Improvements to City via a bill of sale. Such conveyance shall be free and clear of any liens, charges, claims, or other encumbrances against title to the Utility Improvements.

5. **Reimbursement for Oversizing/Upsizing/Extension of Utility Improvements**.

The City desires to have the Utility Improvements extended through the Property as outlined above to accommodate capacity for other developments in the City. The Developer shall

provide City with a good faith estimate (a **"Cost Estimate"**) of the costs to be incurred by Developer to construct the Utility Improvements as requested by City, (the **"Utility Improvement Costs"**) If City approves such Cost Estimate, then Developer shall provide the Utility Improvements as requested by City, as part of Developer's obligation to DEP&C the Utility Improvements pursuant to Section 4, subject to the following provisions of this Section 5.

(a) Following conveyance of the Utility Improvements to City in accordance with Section 4, Developer shall provide City with backup documentation, information, and other materials as may be reasonably necessary, or reasonably requested by City, to substantiate the Utility Improvement Costs, as applicable, actually incurred by Developer in connection with the Utility Improvements (collectively, a **"Reimbursable Cost Accounting"**). City shall have ten (10) Business Days from its receipt of the same to review a Reimbursable Cost Accounting and either accept or dispute Developer's accounting of the Utility Improvement Costs incurred.

(b) If City accepts a Reimbursable Cost Accounting, or fails to dispute it within such ten (10) Business Day review period, City shall promptly reimburse Developer for the Utility Improvement Costs set forth in such Reimbursable Cost Accounting in the form of impact fee credits to Developer within thirty (30) days after City's receipt of such Reimbursable Cost Accounting. Notwithstanding the foregoing, in no event shall City be responsible for any Utility Improvement Costs reflected in a Reimbursable Cost Accounting in excess of one hundred twenty five percent (125%) of the projected amount of Utility Improvement Costs set forth in the Cost Estimate of the same previously approved by City.

(c) In the event City disputes a Reimbursable Cost Accounting, City shall notify Developer in writing of the basis for its dispute no later than the end of such ten (10) Business Day review period and City shall specifically identify with particularity what it is disputing and why. City shall pay any undisputed amount in accordance with the above terms while the Parties proceed to work in good faith to resolve the disputed amount. If the dispute is not resolved within thirty (30) days from the date Developer received notice of such dispute from City, Developer shall be free to seek resolution by a court of competent jurisdiction.

6. **School Capacity**. City and Developer hereby acknowledge and agree that the Property is encumbered by that certain "School Mitigation Agreement for Capacity Enhancement APK-10-001 Project Name: Kelly Park Crossing" recorded on January 28, 2013, in Official Records Book 10512, Page 2705, of the Public Records of Orange County, Florida (the **"CEA"**). City and Developer hereby further acknowledge and agree that, as of the Effective Date, the CEA remains in full force and effect in accordance with its terms, and that the school capacity encumbered by the CEA for the "Project" and the "Property" (as each such term is defined in the CEA), which include (but are not limited to) the Project and the Property that are the subject of this Agreement, remains encumbered. Without limiting the generality of the foregoing, City and Developer hereby specifically confirm that the acknowledgements set forth in this paragraph concerning the CEA and the school capacity encumbered thereby are and shall remain true and correct in all respects, as applicable to the Project, the Property, and otherwise, notwithstanding any term of provision of the CEA possibly to the contrary.

(a) As detailed in that certain letter from the School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, dated June 3, 2021, a

copy of which letter is set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference, the automatic termination of the CEA pursuant to Paragraph 10 of the CEA will not occur until at least January 19, 2024 (subject to further tolling or mutually agreed upon extensions).

(b) Consistent with the provisions of Paragraph 29 of the CEA, the Approvals and the development of the Project are expressly made subject to those School Conditions of Approval set forth in Exhibit D of the CEA (the **"School COA"**), which School COA are incorporated herein by this reference, in the same manner and with the same effect as if each such School COA was set forth herein in full at length.

(c) Notwithstanding the foregoing, consistent with the provisions of Paragraph 3 of the CEA, Paragraph 24 of the CEA, and Clause D of Exhibit D of the CEA, the Project remains subject to applicable school concurrency reviews, including pursuant to the "Interlocal Agreement" (as defined in the CEA).

7. **Modification of Standards**. Upon the written request of Developer, and in accordance with the KPI Form-Based Code (including but not limited to Sections D and E thereof) and the Land Development Code, the City Council of City, as the approving authority, has granted and approved the following modifications to the KPI Form-Based Code and/or the Land Development Code in connection with and as a part of the Approvals. These modifications shall be applicable to the Project, and shall be binding on City, Developer, and Builders in connection with the review and approval of any and all further permits and approvals for the Project through the buildout of the Project, including but not limited to Major Development Plans, construction/engineering plans, plats, and individual building permits. Except as set forth in this Section 7 and in Section 8, the development standards included in the KPI Form-Based Code shall govern development of the Project.

(a) A modification from Section J (Site Design Standards) Table 6: Building Setback Requirements of the KPI Form-Based Code to allow for:

(1) Within the Interchange character zone, the minimum and maximum building setbacks apply unless a drive thru or a gas station is proposed where a safety issue is identified by such use.

(b) A modification from Section L (Access, Circulation and Parking Requirements) of the KPI Form-Based Code to allow for:

(1) Allow for crosswalks to be colored or stamped asphalt (in addition to the concrete options).

8. **Development Bonuses**. Subsection R.1 of the KPI Form-Based Code (the **"Development Bonus Provision"**) provides:

(a) *Mixed-Use.* Developments that include a *vertical mix* of residential and commercial or office may be entitled to the maximum density and intensity allowed with the bonus, and an additional floor for every floor used for non-residential use. The residential portion shall

include at least 6 residential units to qualify for the bonus, the non-residential portion shall occupy at least 75% of each floor used to obtain the bonus.

(b) *Parking garages.* If located below or above the residential, commercial or office space, the development may be entitled to one (1) additional floor for each floor or parking garage. See Section L.4 for parking garage standards.

As reflected in the Master Plan, the Project is benefitting from the Development Bonus Provision, both (i) to increase the maximum density within the "Transition," "Interchange," and "Village Center" character zone portions of the Property from ten dwelling units per acre (10 du/ac) to fifteen dwelling units per acre (15 du/ac), and from twenty dwelling units per acre (20 du/ac) to twenty five dwelling units per acre (25 du/ac) in the Village Center, and (ii) to increase the maximum building height for principal buildings within the "Transition" character zone portion of the Property from three (3) stories to four (4) stories (collectively, the **"Development Bonuses"**). The Developer will either provide for the required parking garages and/or mixed-use product necessary to achieve such Development Bonuses; if no parking garages and/or mixed-use products are incorporated into the Project, then such Development Bonuses will not be utilized by the Developer.

The density allowed within any of the respective character zones (also referred to as "districts"), regardless of any Development Bonuses, shall be calculated based on the total gross acreage of such entire character zone and not just the portion of such character zone in question. For the sake of clarity, if the Village Center allowed 25 dwelling units per acre and the entire Village Center character zone had 10 acres, then 250 units would be permitted; provided, however, if a multifamily developer wanted to develop 250 units on 5 acres and leave the remaining 5 acres of the Village Center for other uses, such allocation of density would be permitted. This interpretation applies even if separate lots or parcels are sold off or platted. In other words, if the entire Interchange district allows a total of 1,300 units based up 15 units/acre over the whole district, and if a future developer of 10 acres would normally only be allowed 150 units, then they could submit for 300 units and this would be allowed so long as there are still 300 units remaining in the overall district. The City will track the overall units used in each district, and the Developer will note such tracking on site data tables included on each respective site plan submitted to the City.

9. **Community Development District**. Developer may, but shall not be required to, in the future form a community development district pursuant to the provisions of Chapter 190, Florida Statutes, (the **"CDD Statute"**) (the **"CDD"**). The Developer may, provided requisite approvals are obtained by any other owners of record, to subject some or all of the Property (and/or Actual Expansion Parcels (hereinafter defined)) to such CDD to facilitate the financing, construction, and installation of certain infrastructure improvements for and/or serving the Project (potentially including, without limitation, the Utility Improvements, and/or other Development Improvements) and to provide for the ongoing operation and maintenance of such improvements constructed or to be constructed by or on behalf of Developer and/or the CDD. Notwithstanding the foregoing, except as otherwise expressly set forth in this Agreement, nothing in this Agreement shall be deemed or construed to require Developer to form a CDD, to subject all or any portion of the Property (and/or the Actual Expansion Parcels) to a CDD, to develop the Project with a CDD,

and/or to have the CDD (if formed) finance, construct, own, operate, and/or maintain any particular improvement(s) and/or particular category(ies) or class(es) of improvements.

(a) In the event that Developer elects to form a CDD in connection with the Project, City agrees to review, process, and act on any and all applications, petitions, permits, approvals, and instruments associated with the CDD (including but not limited to the formation, financing, and/or operation thereof, and/or the expansion thereof to include some or all of the Actual Expansion Parcels) in good faith and in a prompt and diligent manner (and that it will not transfer the same to any other authority or agency unless required by Florida law), and to otherwise reasonably and promptly cooperate and assist (as provided in Section 19 and otherwise) with Developer's efforts to form, finance, operate, and expand the CDD as contemplated hereby; provided, however, Developer agrees that any such CDD will be required to waive any right it would have to incorporate into a separate municipality under Florida law. Without limiting the generality of the foregoing, upon a petition for a CDD being submitted by Developer in accordance with Section 190.005, Florida Statutes, City will engage in the appropriate statutory review and analysis of the proposal. City's current review of the concept of a CDD has resulted in the conclusion that City, on the basis of current information, would express no objection to the creation of a CDD relating to the Property or a portion thereof (and/or the subsequent expansion of the CDD to include the Actual Expansion Parcels or a portion thereof). City's agreements and representations set forth in this paragraph constitute a material inducement for Developer to enter into this Agreement.

(b) Notwithstanding the foregoing, nothing in this Agreement shall: (i) relieve Developer of complying with the provisions of the CDD Statute, or any other applicable provisions of Florida law, governing the formation and/or operation of a CDD; or (ii) limit the City's exercise of its regulatory police power, or otherwise waive, divest, or diminish City's decision-making in the course of exercising its police power (including as related to the ordinance(s) to be adopted, and/or the public hearing(s) to occur, in connection with the formation and/or expansion of any such CDD).

10. **Master Plan and Project Expansion**. After the Effective Date, some or all of the entities constituting Developer (and/or entities affiliated with some or all of the entities constituting Developer) may acquire and become the fee simple owner(s) of additional parcels of real property, which parcels also were not included in the Property or the Master Plan, but which parcels also abut or are in the immediate vicinity of the Property (**"Acquired Expansion Parcels"**). Developer has disclosed to City, and City acknowledges, that in the future Developer may seek to amend the Master Plan, the CDD, and/or this Agreement (and/or other Approvals, as applicable) to include some or all of the Acquired Expansion Parcels within the Project and/or the CDD; provided, however, that the Property, together with such portions of the Acquired Expansion Parcels that Developer seeks to add to the Project, the Master Plan, and/or the CDD (such portion(s) being the **"Actual Expansion Parcels"**) shall, at all times, constitute one contiguous tract of land without any gaps, gores, hiatuses, or overlaps (the **"Expansion Intent"**). Further, Developer has disclosed to City that, as part of the addition of the Actual Expansion Parcels to the Project and the Master Plan, Developer shall have connectivity between the portions of the Project located within the Property and the portions of the Project located within the Actual Expansion Parcels, including without limitation potentially by road(s), sidewalk(s), trail(s), and/or other access facilities, (the **"Connectivity Intent"**) and Developer may (or may not) seek to share certain facilities and/or

infrastructure between the portions of the Project located within the Property and the portions of the Project located within the Actual Expansion Parcels, including without limitation potentially recreation facilities, open spaces, other amenities, and stormwater ponds, facilities, and management systems, (the "**Shared Facilities Intent**") with the Connectivity Intent and the Shared Facilities Intent all being to the same extent as if the Actual Expansion Parcels had been included in and as part of the Project and the Master Plan as of the Effective Date.

11. **Project Signage**. On-site signage for the Project will be in accordance with the KPI Form-Based Code, provided, however, the Developer shall separately submit a "master" Project sign package for review and approval by the City for on and off-site signage for all or portions of the Property. The City acknowledges that in a large mixed-use project of this nature with significant visibility along SR 429, larger and varied signage opportunities are critical to the success of the Project and therefore the City will work with the Developer to permit such necessary signage.

12. **Construction of Improvements by CDD**. Notwithstanding anything in this Agreement to the contrary, including without limitation 4, 24(b), and 26 hereof, in the event that any or all of the Utility Improvements, and/or other Development Improvements are constructed by the CDD (as opposed to by Developer or by a Builder), then performance bond(s) and/or other financial assurance(s) shall not be required, pursuant to Section 5.15 of the Land Development Code or otherwise, to ensure completion of such improvements that are being constructed by the CDD. Pursuant to Chapter 190, Florida Statutes, the CDD is (or will be) a local unit of special-purpose government, with the power to assess and impose ad valorem taxes upon lands within the CDD to fund the operations and obligations of the CDD. Such statutory taxing power is adequate security, within the meaning of Section 5.15 of the Land Development Code, to ensure completion of such improvements that are being constructed by the CDD.

13. **Master POA and CDD**. Prior to the issuance of a building permit for the construction of the first residential unit in the Project or the issuance of a certificate of completion for any common area improvement within the Project, Developer or a Builder shall form at least one (1) of the following encompassing the entirety of the Project (provided, however, that the industrial portion of the Property, if sold off by the Developer, shall not be a part of such Master POA (as hereinafter defined) requirement and can form their own association, if desired): (i) a property owners association in accordance with Florida law, including the adoption of articles of incorporation, bylaws, and a declaration of covenants, conditions, easements, and restrictions (a "**Master POA**") or (ii) the CDD. The governing documents of the Master POA or CDD, as applicable, (the "**Governing Documents**") shall be consistent with this Agreement. To the extent there is any conflict between the Governing Documents and this Agreement, this Agreement shall supersede the Governing Documents and control. Nothing shall prohibit Developer or a Builder from creating a sub-association within the Project (a "**Sub-association**"); provided, however, that such Sub-association shall be junior and inferior to the Master POA or CDD, as applicable, in all respects. The Master POA or CDD, as applicable, shall be responsible for the maintenance of the Project Signage.

14. **Stormwater Ponds**.

(a) **Maintenance Obligations for Stormwater Ponds**. The Master POA or CDD, as applicable, shall be responsible for the operation and maintenance of the stormwater ponds within the Project (except those serving only a portion of the Project which may, but shall not be required to, be operated and maintained by the Sub-association for such portion of the Project served) (as applicable, the **"Maintaining Entity"**). City shall have the right, but not the obligation, to perform maintenance on the stormwater ponds if the applicable Maintaining Entity fails to properly maintain the same.

(b) **Conveyance of Stormwater Ponds**. Each stormwater pond tract within the Project shall be conveyed to the applicable Maintaining Entity no later than at the time when the portion of the Project containing such stormwater pond tract is first platted. The conveyance of the stormwater pond tracts shall be free and clear of all liens and encumbrances, except for easements of record acceptable to the applicable Maintaining Entity and to City, if any, and shall grant City easement rights to access the stormwater ponds for such maintenance purposes.

15. **Tree Removal and Mitigation**. Developer acknowledges that tree removal permits, as well as mass grading permits, must be obtained from and associated fees paid to the City's Engineering Division prior to any tree removal on the Property and that any clearing prior to the preconstruction meeting for the development plan must be reviewed by the City's Development Review Committee. Developer (or parcel specific builders, which will be treated the same as Developer under this section) will submit a tree survey to City showing existing trees on the Property that are required to be surveyed prior to undertaking land clearing activities. Developer shall obtain an Arbor Permit from City in accordance with Section 5.3.3 of the Land Development Code. Alternatively, in the event the Developer desires to clear all or part of the Property in advance of overall site work, then to the extent that the Developer applies and is granted a tree removal / land clearing permit for all or a portion of the Property, but has not yet submitted a landscape plan for new tree planting installation, then Developer shall post a cash escrow, or other financial security acceptable to the Director (as defined under code), for an amount sufficient to pay the costs plus ten percent for the tree removal mitigation cost. Upon subsequent submittal of new landscape plans with new trees for portions of the Property, the bond will be reduced by the respective amount of new tree installation. Once the Property has code compliant tree replacements installed, any remaining amounts of the bond will be returned by the City to the Developer.

16. **Construction of Development Improvements**.

(a) Developer shall commence construction of streets, perimeter walls, entrance features, and associated landscaping associated with each portion of the Project in conjunction with the infrastructure for such portion of the Project and complete the same prior to the recording of a plat for such portion of the Project. If the Development Improvements within a portion of the Project have not been completed before a plat is recorded for such portion of the Project, Developer, a Builder, or a contractor for Developer or a Builder, as applicable, shall post a performance bond or other financial assurance acceptable to City in an amount equal to 110% of the estimated cost to complete construction of the particular Development Improvements within such portion of the Project that have not been completed as of the platting of such portion of the

Project, in order to ensure completion of such improvements, and shall otherwise comply with the terms of Section 5.15 of the Land Development Code. Thereafter, the amount of the bond or other financial assurance may be reduced from time to time as improvements are completed and accepted by City, in accordance with the procedures set forth in Section 5.15 of the Land Development Code. Such performance bond or other financial assurance may be combined with the performance bond(s) or other financial assurance(s) assuring the completion of the Utility Improvements and/or other Development Improvements.

(b) Developer intends to manage the Property prior to actual construction as a bona fide agricultural operation, consistent with its prior agricultural use, to continue growing bahia sod and/or grazing cattle. Upon completion of mass grading and demolition, Developer shall replant bahia pasture/sod, and may maintain a cow/calf operation, under best management practices or other applicable agriculture and silviculture practices, over the remaining undeveloped pastures, during such periods that the Property, or portions thereof, remain undeveloped.

17. **Internal Street Network**. All internal access drives, driveways and alleys within the Project shall be privately owned and maintained and shall be constructed in accordance with City's Land Development Code for onsite driveways, which will be submitted to the City for development plan review.

18. **Development Review for Subject Property**. Developer shall provide all information on the Property necessary for the required development reviews. City shall process the Developer's applications, licenses, and permits so long as Developer has sufficiently complied with the application procedures for each process as set forth in the Code and adopted procedures.

19. **Developer Obligations as to Development of Subject Property**.

(a) Except as otherwise set forth herein as the responsibility of City, Developer shall design, permit, and construct, at its own cost and expense, all Development Improvements related to the Project.

(b) The Development Improvements shall be constructed in accordance with the construction plans approved by City through its standard Final Development Plan review process.

(c) At the time of issuance of any building permits for the Project, a Builder shall pay to City all applicable City impact fees in amounts which are in effect at the time of building permit issuance and provide proof that such Builder has paid all applicable School impact fees and required mitigation payments, if any, to the School Board of Orange County. Impact fees payable may be paid in cash or with such impact fee credits, if any, which then may be available to, or may have been assigned to, such Builder, regardless of whether such impact fee credits are awarded pursuant to this Agreement or otherwise.

20. **Consistency with City's Comprehensive Plan**. City hereby finds that this Agreement is consistent with the City's Comprehensive Plan and other City governing documents and is a legislative act of the City Council. City further finds that this Agreement promotes the public health, safety, and welfare, and is consistent with, and a proper exercise of, City's powers

under the Municipal Home Rule Powers Act, as provided in Section 2(b), Article VIII of the Florida Constitution, Chapter 166.021, *Florida Statutes*, and City's police powers. For avoidance of doubt, this is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220-163.3243, Florida Statutes.

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

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

23. **Covenants and Terms**. The conditions and covenants set forth herein shall be construed as covenants running with the Property, and shall be binding upon Developer, City, and their assigns and successors in interest, and shall inure to the benefit of Developer, City, and their assigns and successors in interest, but shall not be deemed to extend private rights to any person or entity other than the Parties hereto and their successors and assigns. City hereby agrees that this Agreement may be assigned, in whole or in part, to the intended Builders as that term is defined herein. Notwithstanding the foregoing, in the event that a project mortgagee (or its nominee) shall acquire title to the Property or a portion thereof through foreclosure or deed in lieu of foreclosure, such affiliate of Developer or project mortgagee (or its nominee) shall be deemed a permitted assignee under this Agreement, provided such assignee gives City prompt notice of the acquisition thereby of the Property or portion thereof, and such assignee agrees to assume and timely perform all of the covenants and obligations of Developer under this Agreement accruing from and after the date of such acquisition of title. This Agreement shall be effective from the Effective Date until such time as the Master Plan is no longer effective, unless sooner terminated by Developer or City pursuant to a specific right of termination set forth in this Agreement. If construction of the Project has not commenced within five (5) years following the Effective Date, then this Agreement shall expire and be of no further force or effect. Once the Development Improvements have been completed and all obligations herein satisfied, this Agreement shall be deemed terminated except as expressly set forth in this Agreement. Within fifteen (15) days following the written request of Developer, City shall execute an instrument in recordable form acknowledging

that any and all obligations under and pursuant to this Agreement have been fully satisfied and performed, and that this Agreement has terminated, or if termination has not then occurred, specifying which, if any, obligations under this Agreement remain unsatisfied or unperformed, and Developer may record any such instrument in the Public Records of Orange County, Florida.

24. **Cooperation**. Developer and City shall reasonably cooperate and act in good faith with each other to achieve the terms, conditions, and intentions of this Agreement, particularly with regard to specific dates, if any, set forth herein. In connection with Developer's applications for City development licenses, permits, and approvals necessary to construct the Project and Development Improvements in accordance with the final site plan, City agrees to process and review any and all applications associated with Developer's licenses, permits (including building permits), and approvals in good faith and in a prompt and diligent manner. However, Developer recognizes and concedes that, in the exercise of its regulatory police power, City must review and act upon Developer's permit applications in substantially the same manner as in the case of applications for all other property owners, and City's decision-making in the course of exercising its police power cannot be waived, divested, or otherwise diminished by contract. City further agrees to formally designate the City Administrator or his designee (**"City Designee"**) to facilitate approvals, expedite permits, and to act as liaison between City and Developer.

25. **Further Documentation**. Each Party agrees that at any time following a request therefor by another Party, each Party shall execute and deliver to the requesting Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of any Party hereunder and the consummation of the transactions contemplated hereby.

26. **Amendments**. This Agreement may not be amended, unless evidenced in writing, executed by all Parties hereto, and recorded in the Public Records of Orange County, Florida.

27. **Indemnification**. Developer shall defend, indemnify, and hold harmless City from and against any and all suits, claims, damages, losses, liabilities, and reasonable costs and expenses whatsoever (including attorneys' fees), which City may incur (or which may be claimed against City by any person whomsoever) by reasons of or in connection with the design or construction of the Development Improvements and public infrastructure. Nothing herein shall require Developer to indemnify City or its agents for their own negligence. This paragraph shall survive expiration or earlier termination of this Agreement.

28. **Default**. Failure by any Party to perform any of its obligations hereunder shall constitute a default, entitling any non-defaulting Party to pursue, subject to the limitations provided by Section 36, such remedies as may be available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief. Prior to any Party filing an action as a result of a default under this Agreement, a non-defaulting Party shall first provide the defaulting Party with written notice (to all parties listed in Section 39 below) of said default. Upon receipt of said notice, the defaulting Party shall be provided a thirty (30) day opportunity in which to cure the default, except where otherwise provided herein. In the event the Developer has received notice of a default, then: (1) Post Road Real Estate Finance, LLC, a Connecticut limited liability company in its capacity as administrative agent (the "Administrative Agent") for Developer's lender, under that certain loan agreement dated June 15, 2022 (the "Loan Agreement") between the Developer and Administrative Agent, may exercise self-help in curing

all Developer defaults on the Property as listed in the notice (including exercising such self-help rights during Developer transfers of ownership or foreclosure proceedings, if any) to the extent provided in the Loan Agreement, and (2) any administrative agent for a lender of Developer or a Builder may exercise self-help in curing all respective defaults on the Property as listed in the notice (including exercising such self-help rights during Developer transfers of ownership or foreclosure proceedings, if any) to the extent provided in their loan agreement; and (3) any Builder may also exercise self-help provisions in curing defaults by Developer which impact their specific development plans the Property; such self-help rights shall be outlined in a separate agreement between Developer and any such Builder. Notwithstanding the foregoing, if Developer determines, in Developer's sole discretion and prior to commencing development of the Project, that market conditions or other factors have made proceeding with the Project unadvisable, then, in that instance, Developer shall be free to terminate this Agreement without penalty or claim of damages by City by providing written notice of termination to City no less than thirty (30) days prior to the effective date of termination; provided, however, that Developer hereby acknowledges and agrees that one or more Approvals may expire after Developer has elected to terminate this Agreement and further acknowledges and agrees that City is not obligated to renew such Approvals or grant similar Approvals in the future. In the case of any default by Developer which is not cured by Developer within the cure period stated above, if the Administrative Agent commences efforts to cure such default and as long as Administrative Agent is diligently and in good faith proceeding to cure such default, City will give the Administrative Agent reasonable additional time to cure such default, including, if possession is required to cure, reasonable and sufficient time to acquire the Project through foreclosure, before City exercises any of its remedies hereunder, including, without limitation, termination of this Agreement.

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

30. **Bankruptcy**. In the event (a) an order or decree is entered appointing a receiver for any Party constituting Developer or their assets or (b) a petition is filed by any Party constituting Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated, or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement and accelerate, making immediately due and payable, all sums, if any, levied against the Property by this Agreement at the time of the occurrence of an event described in (a) or (b) above. The occurrence of an event described in (a) or (b) above shall not afford any person the right to refuse, discontinue, or defer payment of said sums or to challenge their validity.

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

32. **Force Majeure**. Except as otherwise expressly provided in this Agreement, no Party shall be liable for any breach of this Agreement for any delay or failure of performance

resulting from any cause beyond such Party's reasonable control, including but not limited to the weather, strikes or labor disputes, pandemics, adverse rulings in third-party lawsuits, casualty, war, terrorist acts, riots or civil disturbances, acts of civil or military authorities, or acts of God (individually, a "force majeure") provided the Party affected takes all reasonably necessary steps to resume full performance.

33. **Gender, Number and Titles**. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Titles of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define, or otherwise affect the substance or construction of provisions of this Agreement.

34. **Notice**. Any notice required or allowed to be delivered hereunder shall be in writing and shall be: (a) hand delivered to the official hereinafter designated, effective upon such delivery; (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, effective upon receipt of such notice; or (c) deposited with a nationally recognized overnight courier service (*e.g.*, Federal Express, United Parcel Service, Purolator, Airborne, Express Mail, etc.), effective one (1) business day after such deposit; addressed to a Party at the address specified below, or at such other address as from time to time may be provided by written notice:

City:	City Administrator 120 E. Main St. Apopka, FL 32703
with a copy to:	City Attorney 120 E. Main St. Apopka, FL 32703
Developer:	KELLY PARK VB DEVELOPMENT, LLC Attn: Ronald L. Edwards 660 Beachland Blvd Suite 301 Vero Beach, FL 32963 redwards@evansprop.com
with a copy to:	Lowndes Law Attn: Tara Tedrow 215 N Eola Drive Orlando, FL 32801 Tara.tedrow@lowndes-law.com
with a copy to:	Post Road Real Estate Finance, LLC Attn: Jason Carney and Adam Nadborny 2 Landmark Square, Suite 207 Stamford, CT 06901

35. **Severability**. Invalidation of any word, clause, sentence, or section contained herein due to illegality, unconstitutionality, or for any other reason and as determined by a court of competent jurisdiction shall not act to cause this entire Agreement to be found to be invalid, illegal, or unconstitutional, and this Agreement shall be read without such invalid, illegal, or unconstitutional word, clause, sentence, or section.

36. **Recording in Public Records**. This Agreement, executed by all Parties, shall be recorded in the Public Records of Orange County, Florida. The City Clerk of City shall insure that proper recording of this Agreement is accomplished within fourteen (14) days after the execution of this Agreement by both Parties.

37. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute on and the same instrument.

38. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the Parties in writing.

39. **Negotiation**. Each Party hereto hereby acknowledges that it was properly represented in the negotiation of this Agreement and this Agreement shall not be more strictly construed against one Party or another as a result of such Party's participation in the drafting of this Agreement.

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

41. **Relationship of the Parties**. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between City and Developer. Developer cannot create any obligation or responsibility on behalf of City or bind City in any manner except as otherwise expressly set forth herein. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that the other Parties hereto are not acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Developer as an inducement to entering into this Agreement.

42. **Controlling Law**. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of City now in effect and those hereinafter adopted.

43. **Venue**. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

44. **Personal Liability**. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee, or agent of City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of City hereunder.

45. **No General Obligation**. In no event shall any obligation of City under this Agreement be or constitute a general obligation or indebtedness of City or a pledge of the ad valorem taxing power of City, within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither Developer nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of City or any other governmental entity or taxation in any form on any real or personal property to pay City's obligations or undertakings hereunder.

46. **Agency**. Developer and City, and their agents, contractors, or subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of each other.

47. **Sovereign Immunity**. Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to §768.28, *Florida Statutes*.

48. **City's Police Power and Regulatory Powers**. City hereby reserves all police and regulatory powers granted to City by law. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as City's bargaining away, surrendering, or in any way diminishing its police or regulatory powers.

49. **Interpretation**. The Parties hereby acknowledge and agree that each has participated equally in the drafting of this Agreement, and neither Party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the Parties.

50. **Currency**. All payments made or to be made under or pursuant to this Agreement, if any, shall be in the lawful money of the United States of America for the payment of public and private debts and no other money or currency.

51. **References**. Whenever any reference is made in this Agreement to any article, section, paragraph, etc. of this Agreement (or of any other document or instrument), unless otherwise expressly provided, such reference shall be deemed to include all parts and portions of the article, section, paragraph, etc. to which such reference is made, including without limitation all subarticles, subsections, subparagraphs, sentences, and/or clauses thereof, if any.

52. **Time of the Essence**. Time is of the essence of this Agreement.

53. **Calculation of Time Periods**. Unless otherwise expressly specified in this Agreement: (i) in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run and extend until the next day which is neither a Saturday, Sunday, or holiday; (ii) if any specified/fixed date or deadline set forth in this Agreement falls on a Saturday, Sunday, or holiday, then such date or deadline shall roll and extend to next day which is neither a Saturday, Sunday, or holiday; and (iii) the last day of any time period described in this Agreement, and the time for performance on any other date or deadline set forth in this Agreement, shall be deemed to end/be at 6:00 p.m. local time in Orange County, Florida. As used in this Agreement, **"holiday"** shall mean federal holidays as defined in 5 U.S.C. 6103, and **"Business Days"** shall mean and refer to all days other than Saturdays, Sundays, and holidays.

54. **Compliance with Public Records Law**. Pursuant to Section 119.0701, *Florida Statutes,* when Developer provides services to City by constructing public infrastructure or improving City property under the terms of this Agreement, Developer shall comply with the public records laws set forth in Chapter 119, *Florida Statutes*, and any successor statute. Specifically, Developer shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service provided to City;

(b) Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

(d) Meet all requirements for retaining public records and transfer, at no cost to City, all public records in possession of Developer upon completion, inspection, and issuance of a Certificate of Occupancy for the completed services on City property, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City;

(e) Upon request of City, Developer shall promptly provide City with copies of public records which pertain to this Agreement; and

(f) In the event that Developer receives a request from any person or entity other than City for a document, computerized information, audio or videotape, CD, DVD, or any other record in Developer's possession pursuant to this Agreement, Developer shall notify City immediately and submit the request to City for direction on how to comply with Florida's Public Records Law. Developer shall allow City to inspect the requested record to advise Developer if any material therein is exempt or confidential and therefore subject to redaction.

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

56. **Effective Date**. The **"Effective Date"** of this Agreement is the date when this Agreement is duly recorded in the Public Records of Orange County, Florida.

57. **Jury Waiver**. EACH PARTY HERETO, AND ITS SUCCESSORS AND/OR ASSIGNS, HEREBY VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND FOREVER WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SUBJECT MATTER HEREOF.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

"CITY"

Signed, sealed, and delivered in the presence of:

Victoria D Parks

Print Name: Victoria D. Parks

Patie

Print Name: Terra Poitier

CITY OF APOPKA, FLORIDA,
a Florida municipal corporation

By: Bryan Nelson

Print Name: Bryan Nelson

Title: Mayor

Date: 11-17-22

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 17th day of NOVEMBER, 2022 by BRYAN NELSON, as MAYOR of CITY OF APOPKA, FLORIDA, a Florida municipal corporation, on behalf of the city. S/He ✓ is personally known to me OR ___ has produced _____ as identification.

[*AFFIX NOTARY SEAL*]

ZANDRA T. BALKCOM
MY COMMISSION # HH 250038
EXPIRES: April 6, 2026

Zandra T. Balkcom
Notary Public

Print Name ZANDRA T. BALKCOM

My Commission Expires: April 6, 2026

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

"DEVELOPER"

KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company

By: KPVB Acquisition, LLC, a Delaware limited liability company, its sole Member

By: Ronald L Edwards

Print Name: Ronald L. Edwards

Title: Manager

Date: 11/21/22

Signed, sealed, and delivered in the presence of:

Karen Mike

Print Name: Karen Mike

Sharon Skinner

Print Name: Sharon Skinner

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 21ST day of November, 2022, by Ronald L. Edwards, as Manager of KPVB Acquisition, LLC, a Delaware limited liability company, the sole Member of Kelly Park VB Development, LLC, a Delaware limited liability company, on behalf of said company. He ✓ is personally known to me OR ___ has produced _____ as identification.

[*AFFIX NOTARY SEAL*]

Notary Public State of Florida
Karen Mike
My Commission GG 956594
Expires 06/05/2024

Karen Mike
Notary Public

Print Name Karen Mike

My Commission Expires: 6/5/2024

LEGAL DESCRIPTION:

A PORTION OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°31'40" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13 FOR A DISTANCE OF 1356.86 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°29'47" WEST FOR A DISTANCE OF 2147.97 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°23'24" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1321.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GOLDEN GEM ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 61, PAGE 315 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°21'02" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 544.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 13; THENCE RUN NORTH 00°29'36" EAST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 2603.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD ACCORDING TO DEED BOOK 398, PAGE 190 OF THE AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN NORTH 89°53'52" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1324.32 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 00°04'14" EAST FOR A DISTANCE OF 853.16 FEET; THENCE RUN NORTH 89°34'17" EAST FOR A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°25'43" EAST FOR A DISTANCE OF 30.00 FEET; THENCE RUN NORTH 89°34'17" EAST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13 FOR A DISTANCE OF 476.16 FEET; THENCE RUN NORTH 00°21'18" WEST FOR A DISTANCE OF 577.93 FEET; THENCE RUN SOUTH 89°53'52" WEST FOR A DISTANCE OF 66.00 FEET; THENCE RUN NORTH 00°21'18" WEST FOR A DISTANCE OF 256.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD ACCORDING TO DOCUMENT NUMBER 20140460923 OF THE AFORESAID PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING 2 COURSES ALONG SAID SOUTH RIGHT OF WAY LINE: NORTH 89°53'52" EAST FOR A DISTANCE OF 588.40 FEET; THENCE RUN SOUTH 00°29'13" EAST FOR A DISTANCE OF 35.75 FEET TO A POINT ON THE SOUTH LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NUMBER 429/WEKIVA PARKWAY; THENCE RUN THE FOLLOWING COURSES ALONG THE SOUTH AND WEST LIMITED ACCESS RIGHT OF WAY LINE: NORTH 89°17'56" EAST FOR A DISTANCE OF 90.86 FEET; THENCE RUN SOUTH 47°15'37" EAST FOR A DISTANCE OF 44.44 FEET; THENCE RUN SOUTH 03°35'05" EAST FOR A DISTANCE OF 266.15 FEET; THENCE RUN SOUTH 00°49'55" EAST FOR A DISTANCE OF 485.06 FEET TO THE POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2003.86 FEET, WITH A CHORD BEARING OF SOUTH 17°19'29" EAST, AND A CHORD DISTANCE OF 152.02 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°20'51" FOR A DISTANCE OF 152.05 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 19°30'03" EAST FOR A DISTANCE OF 334.38 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 1815.86 FEET, WITH A CHORD BEARING OF SOUTH 09°55'47" EAST, AND A CHORD DISTANCE OF 603.87 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°08'34" FOR A DISTANCE OF 606.68 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°21'30" EAST FOR A DISTANCE OF 800.00 FEET; THENCE RUN SOUTH 02°15'59" EAST FOR A DISTANCE OF 360.40 FEET; THENCE RUN SOUTH 00°22'19" EAST FOR A DISTANCE OF 845.51 FEET; THENCE RUN SOUTH 88°57'47" WEST FOR A DISTANCE OF 249.88 FEET; THENCE RUN SOUTH 00°38'28" EAST FOR A DISTANCE OF 1350.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION AS CONVEYED IN WARRANTY DEED BOOK 10369 PAGE 190 INSTRUMENT NO. 20120225625, DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST OF ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13–20–27; THENCE RUN SOUTH 00°38'28" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 13 FOR A DISTANCE OF 1301.77 FEET TO A POINT ON THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00°38'28" EAST FOR A DISTANCE OF 325.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°29'27" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 335.07 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 00°29'52" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 325.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°34'17" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 334.25 FEET TO THE AFORESAID POINT OF BEGINNING.

CONTAINING 257.01 ACRES, MORE OR LESS.

PROPOSED TRANSITION DISTRICT
LAND AREA: 1,314,682 SF (30.18 AC)
ALLOWED
PROPOSED MAX
FAR:
1.0 MAX
0.19
NON-RESIDENTIAL (SF)
1,314,682 SF
250,000 SF
RESIDENTIAL PER AC
15 DU/AC MAX
15 DU/AC
RESIDENTIAL UNITS
453 UNITS
450 UNITS

EXHIBIT "C"

Orange County Public Schools

6501 Magic Way, Building 200 · Orlando, Florida 32809 · (407) 317-3700 · www.ocps.net

June 3, 2021

VIA EMAIL: dokeefe@shutts.com
Daniel T. O'Keefe, Partner
Shutts & Bowen, LLP
300 S. Orange Avenue, Suite 1600
Orlando, FL 32801

Re: Request for Termination Determination for Capacity Enhancement Agreement # APK-10-001 Kelly Park Crossings ("CEA")

Dear Mr. O'Keefe,

This letter is provided in response to your request dated May 19, 2021 to review the timeline of the Kelly Park Crossings project and make a determination if the CEA has terminated under its own terms, specifically under Section 10.b.

OCPS generally reviews compliance with Section 10.b of the CEA based on the date of first site plan/plat approval by the City of Apopka. Given the timeline you provided, OCPS recognizes the unique nature of the Kelly Park Crossings project, as it has endured a lengthy and significant amount of litigation (April 1, 2013 to January 19, 2021) and was mandated to wait for Form Based Code approval by the City of Apopka (December 21, 2011 to June 21, 2017), which inhibited any potential for a plat or site plan approval within the timeframe provided in Section 10.b. Further, OCPS recognizes that the project has acted in good faith and in a diligent manner needed to resolve the issues at hand in order to move forward with plat or site plan approval.

As the Form Based Code requirements and extensive litigation impaired the project's ability to obtain site plan or plat approval by the City of Apopka, OCPS will toll the Section 10.b. termination period for the duration of the litigation and Form Based Code waiting period. Therefore, the termination period of Section 10.b will begin from the litigation's end date of January 19, 2021. The new deadline to obtain a site plan/plat approval from the City of Apopka will be January 19, 2024, or the CEA will terminate.

If you have any questions regarding this letter, please contact me at 407-317-3700 ext. 2022139 or steven.thorp@ocps.net.

Sincerely,

Steven Thorp, AICP
Senior Administrator, Facilities Planning

This document prepared by:

Juli S. James, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1000
Orlando, FL 32801

After recording return to:

Tyrone K. Smith
Orange County Public Schools
445 West Amelia Street
Orlando, Florida 32801-1129

DOC# 20130053922 B: 10512 P: 2705
01/28/2013 01:35:54 PM Page 1 of 25
Rec Fee: $214.00
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: ORANGE COUNTY PUBLIC SCHO
SA

----------[SPACE ABOVE THIS LINE FOR RECORDING DATA]----------

SCHOOL MITIGATION AGREEMENT FOR CAPACITY ENHANCEMENT APK-10-001

Project Name: Kelly Park Crossing

THIS CAPACITY ENHANCEMENT AGREEMENT ("Agreement"), is entered into by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, hereinafter referred to as the "School Board;" and **LINCOLN CORN FARMS I, LLC**, a Florida limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 820, Orlando, Florida 32810, **PROJECT ORLANDO, LLC**, a Florida limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 820, Orlando, Florida 32810, **ROCHELLE HOLDINGS XIII, LLC**, a Florida limited liability company, whose address is 1900 Summit Tower Blvd., STE 820, Orlando, Florida 32810, **RICHARD J. RISSER** and **SHIRLEY R. RISSER**, husband and wife, whose address is 3620 W. Kelly Park Road, Apopka, Florida 32712, and **ST II, LLC**, a Florida limited liability company, whose address is 8305 Gandy Way, Orlando, Florida 32810, hereinafter collectively referred to as the "Applicant".

RECITALS:

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land (Parcel Number(s) **11-20-27-0000-00-042; 11-20-27-0000-00-057; 11-20-27-0000-00-013; 11-20-27-0000-00-003; 11-20-27-0000-00-036; 11-20-27-0000-00-030; 13-20-27-0000-00-005; 13-20-27-0000-00-023; 13-20-27-0000-00-061; 13-20-27-0000-00-026; 13-20-**

APPROVED
School Board Meeting: 11/13/2012
Agenda Item: 14.01

27-0000-00-032) located in the City of Apopka, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"). The Property location is further illustrated by a map attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, the School Board acknowledges that **67** single-family Residential Units on the Property are not subject to capacity enhancement review (collectively, the "Exempt Units"). The rights of Applicant as to the Exempt Units shall be unaffected by Applicant's performance of its obligations under this Agreement,

WHEREAS, the Applicant has submitted a development application to the City of Apopka, Florida (the "City") to obtain approval of a DRI Development Order and a comprehensive plan amendment (the "Development Application") in order to develop a mixed use project containing approximately **500** single-family, detached residential dwelling units (consisting of **433** new single-family, detached residential dwelling units, and the Exempt Units), and **1,050** new multi-family, attached residential dwelling units) on the Property to be developed in four (4) or more separate phases (the "Project") (the **433** new single-family, detached residential dwelling units, together with the **1,050** new multi-family, attached residential dwelling units, are collectively referred to hereinafter as the "New Units"); and

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain "First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 10 of the Interlocal Agreement, Section 704.B.2. of the Orange County Charter, and Section 30-742 of the Orange County Code (together, the "County Code"), an Applicant for a rezoning or comprehensive plan amendment that will generate additional students in a School Attendance Zone in which there is insufficient Net School Capacity to accommodate the anticipated additional students must enter into a Capacity Enhancement Agreement to mitigate the school overcrowding attributable to the anticipated additional students, all as specified in Section 10 of the Interlocal Agreement;

WHEREAS, based on the current adopted Level of Service standards within the School Attendance Zone within which the Property is located, the School Board has determined there is insufficient elementary and middle school Net School Capacity for the number of additional students that the proposed New Units are anticipated to generate; and

WHEREAS, approving the Development Application without requiring mitigation for the potential impacts of the proposed New Units will either create or worsen school overcrowding in the applicable School Attendance Zone or Zones; and

WHEREAS, the Applicant has agreed to enter into this Agreement to provide mitigation proportionate to the demand for Public School Facilities to be created by the New Units, as more particularly set forth herein.

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

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement

3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the New Units and by the School Board to support Applicant's Development Application. Upon payment of the Mitigation (as defined in Paragraph 4 below), the mitigated capacity shall be considered encumbered for a period not to exceed three (3) years from the Effective Date (as defined below) or termination of this Agreement pursuant to Paragraph 10 below, whichever comes first. Applicant and the School Board acknowledge and agree that the parties intend for this Agreement to satisfy the requirements of Section 10 of the Interlocal Agreement. Applicant acknowledges that notwithstanding the encumbrance of the mitigated capacity, the Project will be subject to review for school concurrency purposes, as contemplated in Paragraph 24 below.

4. CAPACITY ENHANCEMENT MITIGATION. Based on the current adopted Level of Service standards within the School Attendance Zone within which the Property is located, the School Board has determined there is insufficient elementary school and middle school Net School Capacity and sufficient high school Net School Capacity for the number of additional students the New Units are anticipated to generate. Applicant shall provide the following mitigation, in order to provide capacity for the elementary school and middle school (collectively, the "Mitigation"):

a. Payment in advance of impact fees for the proposed development for **1,550** Residential Units at the then current rate for school impact fees in effect under the Orange County Impact Fee Ordinance at the time payment is due hereunder. Impact fees required under this Paragraph 4.a. shall be due and payable at the time of recording of the applicable Plat for a phase or a portion of a phase based on the number of Residential Units contained in such Plat.

b. To cover the additional costs associated with providing the necessary capacity for the 354 new single-family, detached dwelling units and the 911 new multi-family dwelling units which the School Board has heretofore determined fail capacity enhancement review, payment of an additional amount of (i) Two Thousand Four Hundred Fifty-Eight and No/100 Dollars ($2,458.00) for each new single-family, detached residential unit, and (ii) One Thousand Four Hundred Seventy-Seven and No/100 Dollars ($1,477.00) for new each multi-family, attached residential unit, which said mitigation amounts contained in this Paragraph 4.b. are based on the current Orange County School Impact Fee Update Study dated May 10, 2011. Payments required under this Paragraph 4.b. shall be due and payable at the time preliminary subdivision plan approval or its functional equivalent ("PSP Approval") is obtained for a phase or portion of a phase based on the number of New Units subject to such PSP Approval.

c. The Applicant may transfer Mitigation paid on undeveloped Residential Units in one phase of the Project (a "Mitigation Sending Phase") to Residential Units in another phase of the Project (a "Mitigation Receiving Phase"); provided, however, the transferred Mitigation will be applied to Residential Units in the Mitigation Receiving Phase at the then current School Impact Fee rate and Net Proportionate Share rate applicable to the residential category(ies) of the Residential Units in the Mitigation Receiving Phase to which the transferred Mitigation will be applied. The Applicant shall provide the School Board with written notice of the transfer at least thirty (30) days prior to the date of transfer and the notice shall specify (i) the amount of Mitigation to be transferred, (ii) the Mitigation Sending Phase(s) and Mitigation Receiving Phase(s); (iii) the residential category(ies) in the Mitigation Sending Phase(s) on which the transferred Mitigation was paid and (iv) the residential category(ies) in the Mitigation Receiving Phase(s) to which the transferred Mitigation will be applied. All transfers made pursuant to this Paragraph 4.c. shall be subject to the provisions contained in Paragraph 3 above and shall require the prior written authorization of the School Board. Notwithstanding the foregoing, for purposes of this Section 4.c., the prior written authorization of the Superintendent of Orange County Public Schools ("OCPS") or his/her designee shall satisfy the foregoing requirement that all transfers require the prior written authorization of the School Board.

5. DRI PHASING SCHEDULE. Development of the Project shall be consistent with the approved phasing schedule for the Kelly Park Crossing Development of Regional Impact, a copy of which is attached hereto as **Exhibit "C"** and incorporated herein by this reference (the "Phasing Schedule"). The Applicant shall provide the School Board with written notice of any changes to the Phasing Schedule and such notice shall include a copy of the New Phasing Schedule. Notwithstanding the foregoing and subject to the approval of the City and other applicable governing agencies:

a. Transfer Residential Units. The Applicant may transfer undeveloped Residential Units from one phase of the Project (a "Sending Phase") to another phase of the

Project (a "Receiving Phase"); provided, however, the Applicant shall be required to pay the applicable Mitigation and School Impact Fee on each transferred Residential Unit at the time of transfer, if not previously paid by the Applicant in accordance with Paragraph 4 of this Agreement. The Applicant shall provide the School Board with written notice of a transfer at least thirty (30) days prior to the date of transfer and the notice shall specify (i) the Sending Phase(s) and Receiving Phase(s) and (ii) the number and residential category of each Residential Unit to be transferred. All transfers made pursuant to this Paragraph 5.a. shall be subject to the provisions contained in Paragraph 3 above and shall require the prior written authorization of the School Board. Notwithstanding the foregoing, for purposes of this Section 5.a., the prior written authorization of the Superintendent of OCPS or his/her designee shall satisfy the foregoing requirement that all transfers require the prior written authorization of the School Board.

b. Convert Unit Type. The Applicant may convert undeveloped single-family Residential Units to multi-family and undeveloped multi-family Residential Units to single-family, provided (i) the Student Generation for the Project shall not exceed 478 students at any time and (ii) the conversion calculation is reviewed and approved in advance by the School Board.

6. IMPACT FEE CREDIT ACCOUNT. The Applicant will request from the School Board and submit to the School Board a School Impact Fee Prepayment Form with a corresponding check for the prepayment of School Impact Fees for the particular phase as prescribed in Paragraph 4.a. above. Within fifteen (15) days of the date(s) of Applicant's prepayment of School Impact Fees in accordance with Paragraph 4.a. above, the School Board shall notify the Applicable Local Government, in writing, of the amount prepaid by Applicant and request the Applicable Local Government to establish a school impact fee credits account to be established in Applicant's name. Thereafter, Applicant may use such credits to pay the school impact fees on New Units as they become due, in such amounts, as may be provided from time to time in the School Impact Fee Ordinance (Chapter 23, Article V, Division 2 of the Orange County Code).

7. SCHOOL CAPACITY IMPROVEMENT. The School Board shall utilize the Applicant's Capacity Enhancement Mitigation (as described in Paragraph 4 above) for the individual schools for each School Type that will serve the attendance zones where the Property is located to address the overcrowding that would be created or worsened by approval of the Applicant's Development Application. Uses of the Applicant's Capacity Enhancement Mitigation may include, but are not limited to, the following:

a. Purchase of real property for construction of additional school facilities that would provide additional capacity.

b. Construction of additional permanent student stations in new buildings or through renovation of existing buildings.

c. Construction of additional core facilities in new schools or expansion of existing core facilities in existing schools.

d. Provision of additional temporary capacity through the lease or purchase of portable facilities until permanent facilities may be constructed.

e. Advancing a school included in the most recent Capital Outlay Plan that will provide capacity for the students generated by the Applicant's Development Application.

f. Any other actions which will result in provision of the necessary school capacity; provided such actions are not prohibited by this Agreement.

8. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").

9. CREDIT TO PROPORTIONATE SHARE MITIGATION. Any Mitigation paid pursuant to this Agreement, except for the cost of temporary classrooms needed to accommodate the Development Impact until permanent facilities are constructed, shall be credited toward any Proportionate Share Mitigation required pursuant to Section 19 of the Interlocal Agreement.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative application fees paid under the following circumstances unless the Agreement is extended to a specified date set by the School Board at a public hearing:

a. The Applicable Local Government does not approve the Development Application within one hundred eighty (180) days of the Effective Date of this Agreement. In such event, all Mitigation paid by the Applicant shall be refunded to the Applicant.

b. The Applicant, by failure to proceed in good faith in a diligent and timely manner, fails to secure a Preliminary Plat or Site Plan Approval or their functional equivalent for a phase of the Project within three (3) years of the Effective Date of the land use approval specified in Paragraph 10.a. above. In such case, this Agreement shall be terminated and any encumbered capacity shall become unencumbered. The Applicant will not be entitled to a refund from the School Board for Mitigation paid under this Agreement; however, such Mitigation shall still be credited toward any Proportionate Share Mitigation required pursuant to Section 19 of the Interlocal Agreement.

11. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall run with title to the Property and shall be binding upon any person, firm, corporation or other entity acquiring any interest in the Property. Notwithstanding the foregoing, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto, and their respective successors and assigns.

12. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board
School Board of Orange County, Florida
Attn: Superintendent
445 West Amelia Street
Orlando, Florida 32801

With a Copy to:
Orange County Public Schools
Office of Planning & Governmental Relations
445 West Amelia Street
Orlando, Florida 32801

-and-

Orange County School Board
Office of the General Counsel
445 W. Amelia Street
Orlando, Florida 32801

Owner/Applicant;
Lincoln Corn Farms I, LLC
Attn: Connie Payne, Managing Member
1900 Summit Tower Blvd., Suite 820
Orlando, Florida 32801

Project Orlando, LLC
Attn: James R. Palmer, Managing Member
1900 Summit Tower Blvd., Suite 820
Orlando, Florida 32801

Rochelle Holdings XIII, LLC
Attn: Connie Payne
1900 Summit Tower Blvd., STE 820
Orlando, Florida 32810

Richard J. Risser and Shirley R. Risser
3620 W. Kelly Park Road
Apopka, Florida 32712

ST II, LLC
Attn: Linda Mayland, Managing Member
8305 Gandy Way
Orlando, Florida 32810

With a Copy to: Shutts & Bowen LLP
Attn: Juli Simas James, Esq.
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

City: City of Apopka
Attn: David Moon, Planning Manager
P.O. Drawer 1229
City Hall
120 E. Main St.
Apopka, Florida 32704-1229

13. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written

waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

16. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities, including the capacity reserved for the Property, under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall contain the express written agreement of the assignee to comply with all terms and conditions of this Agreement. All assignments made pursuant to this Paragraph 17 shall require the prior written authorization of the School Board. Notwithstanding the foregoing, for purposes of this Section 17, the prior written authorization of the Superintendent of OCPS or his/her designee shall satisfy the foregoing requirement that all assignments require the prior written authorization of the School Board. The assignor under such any assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

18. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

19. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Orange County, Florida.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

21. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not materially and adversely affect the overall purpose or intent of the Agreement.

22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

23. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

24. SCHOOL CONCURRENCY. Residential Units subject to Capacity Enhancement Review process and covered under this Agreement, as well as residential units not subject to the Capacity Enhancement Review and not addressed in this Agreement will be subject to separate review for school concurrency purposes as set forth in the Interlocal Agreement.

25. FURTHER ASSURANCES. The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.

26. NO PARTNERSHIP OR JOINT VENTURE. Nothing set forth in this Agreement shall be deemed or construed as creating a legal partnership nor a legal joint venture between the parties hereto nor any other party, nor shall it cause any party to be responsible in any way for the debts and obligations of any other party.

27. TIME. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day.

28. DEFAULT. A default by either party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity. Prior to declaring a default and exercising the remedies described herein, the non-defaulting party shall issue written notice of default to the defaulting party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. If the default is the non-payment of money, the defaulting Party shall have fifteen (15) days from receipt of the notice in which to cure the default. If the default is other than for the non-payment of money, the defaulting party shall have thirty (30) days from receipt of the notice to commence the curing of such default; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting party shall have a longer period of time to cure such default, so

long as the defaulting party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default. If the default has not been cured within the period provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion, the non-defaulting party may exercise the remedies described herein.

29. CONDITIONS OF APPROVAL. Applicant shall cause the City to include in its approval of each Planned Development for the Project, which contains a residential component, those certain school conditions of approval set forth on **Exhibit "D"** attached hereto and incorporated herein by this reference, which school conditions of approval shall be applicable to the New Units only.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

[Signatures on the following page]

Signed, sealed and delivered in the Presence of:

Print Name: Margarita Rivera

Print Name: Joseph Morga

Print Name: Margarita Rivera

Print Name: Joseph Morga

Approved as to form and legality by Eileen D. Fernandez the Office of the General Counsel for exclusive use of The School Board of Orange County, Florida this 20th day of November, 2012.

Print Name: Eileen D. Fernandez

"SCHOOL BOARD"

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By:

Name:

Title: Chair, Orange Cty. Sch. Bd.

Date: 12/4, 2012

Attest

Barbara M. Jenkins as its Secretary and Superintendent

{Corporate Seal}

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of December, 2012, by Bill Sublette, as the Chair of The School Board of Orange County, Florida, a corporate body organized and existing under the constitution and laws of the State of Florida. Said person (check one) is personally known to me or produced N/A as identification.

MELVINE L MILLER-SMITH
MY COMMISSION # EE168465
EXPIRES March 23, 2016
(407) 398-0153 FloridaNotaryService.com

Melvine L. Miller-Smith
Printed Name:
Notary Public, State of Florida
Commission No.

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of December, 2012, by Barbara M. Jenkins, as Secretary and Superintendent of The School Board of Orange County, Florida, a corporate body organized and existing under the constitution and laws of the State of Florida. Said person (check one) is personally known to me or produced N/A as identification.

MELVINE L MILLER-SMITH
MY COMMISSION # EE168465
EXPIRES March 23, 2016
(407) 398-0153 FloridaNotaryService.com

Melvine L. Miller-Smith
Printed Name:
Notary Public, State of Florida
Commission No.

My commission expires:

DEVELOPER/PROPERTY OWNER

Signed, witnessed, executed and acknowledged on this 26 day of July, 2012.

WITNESSES:

Print Name: Evelyn Hinden

Print Name: Amber Mowrey

LINCOLN CORN FARMS I, LLC, a Florida limited liability company

By: _____
Connie Payne, Managing Member

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on 7-26, 2012, personally appeared CONNIE PAYNE, as managing member of **LINCOLN CORN FARMS I, LLC**, a Florida limited liability company, who X is personally known to me or ___ has produced _____ as identification, and who acknowledged that he/she signed the above instrument as his/her free and voluntary act.

_____
Notary Public

Julie Rudd
Name Printed, Typed or Stamped

Certificate No._____

JULIA RUDD
MY COMMISSION # EE 034995
EXPIRES: October 28, 2014
Bonded Thru Notary Public Underwriters

ORLDOCS 12438788 3

WITNESSES:

Amber Mowrey

Print Name: Amber Mowrey

Evelyn Hinden

Print Name: Evelyn Hinden

PROJECT ORLANDO, LLC, a Florida limited liability company

By: _____

James R. Palmer, Managing Member

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on 7/26, 2012, personally appeared JAMES R. PALMER, as managing member of **PROJECT ORLANDO, LLC**, a Florida limited liability company, who X is personally known to me or ___ has produced _____ as identification, and who acknowledged that he/she signed the above instrument as his/her free and voluntary act.

Julie Rudd

Notary Public

JULIA RUDD
MY COMMISSION # EE 034995
EXPIRES: October 28, 2014
Bonded Thru Notary Public Underwriters

Julie Rudd

Name Printed, Typed or Stamped

Certificate No._____

ORLDOCS 12438788 3

WITNESSES:

Print Name: Evelyn Hinden

Print Name: Amber Mowrey

ROCHELLE HOLDINGS XIII, LLC, a Florida limited liability company

By: _____
Connie Payne, Managing Member

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on 7-26, 2012, personally appeared Connie Payne, as managing member of **ROCHELLE HOLDINGS XIII, LLC**, a Florida limited liability company, who X is personally known to me or ___ has produced _____ as identification, and who acknowledged that he/she signed the above instrument as his/her free and voluntary act.

_____
Notary Public

Julie Rudd
Name Printed, Typed or Stamped

Certificate No._____

ORLDOCS 12438788 3

17

JULIA RUDD
MY COMMISSION # EE 034995
EXPIRES: October 28, 2014
Bonded Thru Notary Public Underwriters

WITNESSES:

Daniel Hinden
Print Name: Daniel Hinden

Michelle G. Hinden
Print Name: Michelle G. Hinden

By: Richard J. Risser
Richard J. Risser

By: Shirley R. Risser
Shirley R. Risser

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on OCTOBER 5, 2012, personally appeared Richard J. Risser and Shirley R. Risser, husband and wife, who X are personally known to me or ___ have produced _____ as identification, and who acknowledged that they signed the above instrument as their free and voluntary act.

Michelle G. Hinden
COMMISSION # EE 828440
EXPIRES: AUG. 26, 2016
WWW.AARONNOTARY.com

Michelle G. Hinden
Notary Public

Michelle G. Hinden
Name Printed, Typed or Stamped

Certificate No. EE 828440

ORLDOCS 12438788 3

WITNESSES:

Print Name: Amber Mowrey

Print Name: Evelyn Hinden

ST II, LLC, a Florida limited liability company

By: Linda Mayland

Print Name: Linda Mayland

Title: Managing Member

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on 7/20, 2012, personally appeared LINDA MAYLAND, as managing member of **ST II, LLC**, a Florida limited liability company, who X is personally known to me or ___ has produced _____ as identification, and who acknowledged that he/she signed the above instrument as his/her free and voluntary act.

Julie Rudd

Notary Public

Julie Rudd

Name Printed, Typed or Stamped

Certificate No._____

ORLDOCS 12438788 3

JULIA RUDD
MY COMMISSION # EE 034995
EXPIRES: October 28, 2014
Bonded Thru Notary Public Underwriters

Exhibit A – Legal Description

LEGAL DESCRIPTION

Parcel 1:

Go to a point 589.09 feet West of the Southeast corner of the Southeast ¼ of Section 11, Township 20 South, Range 27 East, Orange County Florida for a Point of Beginning. Then proceed North 2174.38 feet, thence West 1000 feet, thence South 2174.38 feet to Section Line, thence East 1000 feet to Point of Beginning. LESS the West 406.27 feet; LESS the East 390.73 feet; AND LESS Road Right-of-Way on South.

Parcel 2:

Go to a point 589.09 feet West of the Southeast corner of the Southeast ¼ of Section 11, Township 20 South, Range 27 East, Orange County, Florida for a Point of Beginning. Then proceed North 2174.38 feet, thence West 1000 feet, thence South 2174.38 feet to Section Line, thence East 1000 feet to Point of Beginning. LESS the West 609.27 feet; AND LESS Road Right-of-Way on South.

TOGETHER WITH:

LEGAL DESCRIPTION:

A PORTION OF THE WEST HALF OF THE EAST HALF OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, LYING IN ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 11, BEING A 6"X6" CONCRETE MONUMENT; THENCE GO SOUTH 00°12'00" EAST ALONG THE WESTERLY LINE OF SAID WEST HALF OF THE EAST HALF OF SAID SECTION 11 A DISTANCE OF 30.00 FEET TO A ROUND CONCRETE MONUMENT BEARING THE LICENSE NUMBER 1916 AND BEING THE POINT OF BEGINNING; THENCE NORTH 89°11'16" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF ONDICH ROAD, A 60 FOOT RIGHT-OF-WAY A DISTANCE OF 1328.54 FEET, THENCE SOUTH 00°16'17" EAST ALONG THE EASTERLY LINE OF THE AFOREMENTIONED WEST HALF OF THE EAST HALF OF SAID SECTION 11 A DISTANCE OF 2628.42 FEET TO A IRON ROD MONUMENT WITH LICENSE 3763 SAID ROD BEING ON THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE SOUTH 00°24'28" EAST A DISTANCE OF 490.38 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°19'44" WEST A DISTANCE OF 1333.60 FEET TO A CONCRETE MONUMENT WITH LICENSE 3763 SAID MONUMENT BEING ON THE AFOREMENTIONED WESTERLY LINE OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 11; THENCE NORTH 00°12'32" WEST A DISTANCE OF 496.88 FEET TO A 4"X4" CONCRETE MONUMENT SAID POINT BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 00°12'00" WEST ALONG THE WESTERLY LINE OF SAID WEST HALF OF THE EAST HALF OF SAID SECTION 11 A DISTANCE OF 2617.03 FEET TO THE POINT OF BEGINNING; SAID LANDS CONTAINING 4,146,459.63 SQUARE FEET, 95.190 ACRES MORE OR LESS.

TOGETHER WITH:

The Northeast Quarter of the Northwest Quarter of Section 11, Township 20 South, Range 27 East, LESS Road right-of-way for Ondich Road and Less that land lying North and West of said Ondich Road; AND ALSO the Southeast Quarter of the Northwest Quarter of Section 11, Township 20 South, Range 27 East, all being in Orange County, Florida.

TOGETHER WITH:

From the East 1/4 corner of Section 11, Township 20 South, Range 27 East, run thence South 00 degrees 22' 00" East, 150.00 feet along the East line of the SE 1/4 of said Section 11, thence South 89 degrees 39' 16" West, 589.09 feet parallel to the North line of the SE 1/4 for a point of beginning; run thence South 00 degrees 22' 00" East, 338.52 feet to a point 2174.38 feet North of the South line of said SE 1/4; thence South 89 degrees 18' 07" West, 744.89 feet parallel to the South line of said SE 1/4 to the West line of the East 1/2 of said SE 1/4; run thence North 00 degrees 08' 47" West, 492.48 feet to the NW corner of said East 1/2 of the SE 1/4; run thence North 00 degrees 16' 44" West, 663.59 feet, more or less to the SW corner of the NW 1/4 of the SE 1/4 of the NE 1/4 of said Section 11, thence East along the South line of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 11 to a point 589.09 feet West of the SE corner thereof; run thence South to the point of beginning.

ALSO the North 15.0 feet of the South 30.0 feet of the East 589.09 feet of the SE 1/4 of the NE 1/4, Section 11, Township 20 South, Range 27 East.

AND ALSO, the North 15 feet of the South 30 feet of the South 1/2 of the SW 1/4 of the NW 1/4 of Section 12, Township 20 South, Range 27 East (Less the Easterly 30 feet thereof for Effie Road).

TOGETHER WITH a contiguous, exclusive, eighteen foot easement to Ondich Road for ingress and egress, lying 9 feet on either side of a center line described as follows: From the SW corner of the above tract, run South 89 degrees 18' 07" West, 9 feet to the point of beginning and run thence North 0 degrees 16' 47" West, 492.53 feet more or less to the North line of the SE 1/4 and run thence North 0 degrees 16' 44" West, 2,655 feet, more or less, to the North section line of Section 11, Township 20 South, Range 27 East.

TOGETHER WITH:

The East 589.09 feet of the Southeast 1/4 of the Southeast 1/4 of Section 11, Township 20 South, Range 27 East, Less and Except the North 150 feet thereof, Orange County, Florida.

The Northwest 1/4 of the Southeast 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida.

TOGETHER WITH:

PARCEL I:

The East 66 feet of the North 330 feet of the West 1/2 of the NE 1/4 of the NW 1/4 , and the North 1254 feet of the East 1/2 of the NE 1/4 of the NW 1/4 , both in Section 13, Township 20 South, Range 27 East, Orange County, Florida; and

Begin at the SE corner of the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida, run thence West 660 feet, North 66 feet, East 660 feet, South 66 feet to Point of Beginning; and

PARCEL II

The West 1/2 of the NW 1/4 of the NE 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida; and the West 1/2 of the SW 1/4 of the NE 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida.

TOGETHER WITH:

The South 66 feet of the East 1/2 of the NE 1/4 of the NW 1/4, Section 13, Township 20 South, Range 27 East, Orange County, Florida, less and except the following parcel: Begin at the SE corner of the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 27 East, Orange County, Florida, run thence West 660 feet, North 66 feet, East 660 feet, South 66 feet to the Point of Beginning.

TOGETHER WITH:

A portion of the West 1/2 of Section 13, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCING at the South 1/4 corner of Section 13, Township 20 South, Range 27 East, Orange County, Florida; thence run North 89°49'52" West, along the South line of the Southwest 1/4 of said Section 13, for a distance of 1356.88 feet; thence departing said South line, run North 00°08'41" East, for a distance of 2147.97 feet; thence run North 89°58'09" West, along the North line of the South 800 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 13, for a distance of 1321.42 feet to a point on the Easterly right of way line of Golden Gem Road, as recorded in Official Records Book 61, page 315 of the Public Records of Orange County, Florida; thence departing said North line, run North 00°17'25" East, along said Easterly right of way line, for a distance of 544.78 feet; thence run North 01°08'04" East, along said Easterly right of way line, for a distance of 2603.70 feet; thence departing said Easterly right of way line, run South 89°27'40" East, along the North line of the Northwest 1/4 of said Section 13, for a distance of 1324.32 feet; thence departing said North line, run South 00°34'14" West, along the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 13, for a distance of 853.16 feet; thence departing said West line, run South 89°47'15" East, for a distance of 160.19 feet; thence run South 00°12'45" West, for a distance of 30.00 feet; thence run South 89°47'15" East, along a line parallel with the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 13, for a distance of 476.16 feet; thence run South 00°17'10" West, for a distance of 395.89 feet; thence run South 89°47'15" East, along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 13, for a distance of 668.51 feet to a point on the East line of the West 1/2 of said Section 13; thence departing said South line, run South 00°00'00" East, along said East line, for a distance of 1042.54 feet; thence departing said East line, run North 90°00'00" West, for a distance of 300.00 feet; thence run South 00°00'00" East, for a distance of 1776.11 feet; thence run South 90°00'00" East, for a distance of 300.00 feet to a point on the aforesaid East line of the West 1/2 of Section 13; thence run South 00°00'00" East, for a distance of 1185.59 feet to the POINT OF BEGINNING.

Containing 205.00 acres, more or less.

TOGETHER WITH:

PARCEL A:
A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 89°40'22" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13 FOR A DISTANCE OF 160.38 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE RUN NORTH 00°11'12" WEST PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13 AND RUN ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A DISTANCE OF 396.00 FEET; THENCE RUN NORTH 89°40'22" EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, FOR A DISTANCE OF 504.44 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°21'50" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 396.00 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°40'22" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 505.67 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY RIGHTS OF WAY AND EASEMENTS OF RECORD.
A 30.00 FOOT STRIP OF LAND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, THE WESTERLY AND SOUTHERLY LINES OF SAID STRIP DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°11'12" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13 FOR A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY OF KELLY PARK ROAD (A 60.00 FOOT COUNTY ROAD) AS NOW LAID OUT AND IN USE AND ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT OF LAND: THENCE CONTINUE SOUTH 00°11'12" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, FOR A DISTANCE OF 883.35 FEET; THENCE RUN NORTH 89°40'22" EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER AND ALONG THE NORTH LINE AND THE EASTERLY PROLONGATION THEREOF OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A DISTANCE OF 196.38 FEET TO THE POINT OF TERMINATION.
PARCEL D
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. TOGETHER WITH THAT EASEMENT AS SET OUT IN EASEMENT AGREEMENT FILED 9-29-1995 IN OFFICIAL RECORDS BOOK 5125 AT PAGE 4248, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
PARCEL C
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 500 FEET AND THE WEST 30 FEET THEREOF.
PARCEL D
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; TOGETHER WITH A NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER THE SOUTH 40 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.
PARCEL E
NORTH HALF OF SOUTHEAST QUARTER OF NORTHWEST QUARTER, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.
AND
BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, RUN THENCE EAST 160.38 FEET; THENCE NORTH 396 FEET; THENCE WEST 160.38 FEET; THENCE SOUTH 396 FEET TO POINT OF BEGINNING, SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.
PARCEL F
THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

THIS DOCUMENT PREPARED BY
AND RETURN TO:

Daniel T. O'Keefe, Esq.
Shutts & Bowen, LLP
300 Orange Ave. Suite 1600
Orlando, FL 32801

DOC# 20230100263
02/21/2023 04:08:11 PM Page 1 of 6
Rec Fee: $52.50
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Kelly Park Property)

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the **"First Amendment"**) is made and entered into this **3rd** day of **August, 2022** (**"Effective Date"**), by and between **CITY OF APOPKA,** a Florida municipal corporation, whose mailing is 120 East Main Street, Apopka, Florida 32703 (**"City"**), and **KELLY PARK LAND INVESTMENTS, LLC,** a Florida limited liability company, **HARRISKP, LLC,** a Florida limited liability company, and **GALVIN LAND SERVICES, LLC,** a Florida limited liability company, (collectively, **"Developer"**) whose address is 121 Snell Isle Boulevard NE, St. Petersburg, Florida, 33704. Developer and City are sometimes together referred to herein as the **"Parties"**, and separately as a **"Party"**, as the context requires.

WITNESSETH:

WHEREAS, Developer and City entered into that certain Development Agreement recorded on, **August 3, 2022,** DOC # **20220474291,** in the Public Records of Orange County, Florida, (the "**Agreement**");

WHEREAS, the Agreement, Section 18.(b) requires the parties to negotiate in good faith to agree upon the form of the Road Agreement prior to Major Development Plan approval for all or any portion of the Property or the Project is material to each Party's decision to enter into this Agreement; and

WHEREAS, the Parties recognize and agree that conditions in the Kelly Park Interchange Form Based Code area have significantly changed and the form of the Road Agreement cannot be agreed upon without coordinating with other developments in the area prior to the Major Development Plan approval; and

WHEREAS, the Parties desire to amend the Agreement to provide for a process for implementation of the impact fee credits upon such terms as more specifically provided herein; and

WHEREAS, any capitalized term not otherwise defined herein shall have the meaning ascribed to it under the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The Parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this First Amendment as if fully set forth herein.

2. **Impact Fee Credits.** Section 18 (b) of the Agreement is amended as follows to change the agreed upon form of the Road Agreement from prior to Major Development Plan to prior to Construction Site Plan.

3. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

4. **Effect on Agreement**. Except as modified herein, the Agreement shall remain in full force and effect binding upon each of the Parties. In the event of a conflict between the Agreement and this First Amendment, the terms of this First Amendment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

"CITY"

Signed, sealed, and delivered in the presence of:

Susan M Bore

Print Name: Susan M. Bore

Erin Arnold

Print Name: Erin Arnold

CITY OF APOPKA, FLORIDA, a Florida municipal corporation

By: Bryan Nelson

Print Name: Bryan Nelson

Title: Mayor

Date: 8-3-22

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization, this 3 day of August, 2022 by Bryan Nelson, as Mayor of CITY OF APOPKA, FLORIDA, a Florida municipal corporation, on behalf of the city. S/He ✓ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

JENNIFER ESQUIA
MY COMMISSION # GG 306263
EXPIRES: February 26, 2023
Bonded Thru Notary Public Underwriters

Jennifer Esquia

Notary Public

Jennifer Esquia

Print Name

My Commission Expires: 02/26/23

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

"DEVELOPER"

Signed, sealed, and delivered in the presence of:

KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company

Peggy Evatt
Print Name: Peggy Evatt

By: Mike Galvin
Print Name: **Mike Galvin**
Title: **Manager**
Date: 8-1-22

Amanda Bickley
Print Name: AB

STATE OF ~~FLORIDA~~ North Carolina

COUNTY OF Transylvania

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 1 day of August, 2022, by Mike Galvin, as Manager of KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company. He ___ is personally known to me OR ✓ has produced Driver's License as identification.

[AFFIX NOTARY SEAL]

PEGGY EVATT
NOTARY PUBLIC
Transylvania County
North Carolina

Peggy Evatt
Notary Public

Peggy Evatt
Print Name

My Commission Expires: 06/04/2027

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

"DEVELOPER"

Signed, sealed, and delivered in the presence of:

HARRISKP, LLC,
a Florida limited liability company

By: HARRIS REALTY COMPANY,
a [signature]
its Manager

[signature]
Print Name: Lance Bennett

[signature]
Print Name: Stacey A. Gray

By: [signature]
Print Name: Marvin Strauss
Title: Manager
Date: 8/1/2022

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 1 day of August, 2022, by Marvin Strauss, as _____ of HARRIS REALTY COMPANY, a _____, as Manager of HARRISKP, LLC, a Florida limited liability company, on behalf of the company. S/He ___ is personally known to me OR X has produced Drivers License as identification.

[AFFIX NOTARY SEAL]

CHERYL FAYE BURCH
Notary Public - State of Florida
Commission # HH 287237
My Comm. Expires Jul 13, 2026
Bonded through National Notary Assn.

[signature]
Notary Public
Cheryl Burch
Print Name

My Commission Expires: 7/13/2026

A-3

ORLDOCS 19793344 1

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

"DEVELOPER"

Signed, sealed, and delivered in the presence of:

GALVIN LAND SERVICES, LLC, a Florida limited liability company

Peggy Evatt

Print Name: Peggy Evatt

Amanda Bailey

Print Name: Amanda Bailey

By: Mike Galvin

Print Name: **Mike Galvin**

Title: **Manager**

Date: 8-1-22

STATE OF ~~FLORIDA~~ North Carolina

COUNTY OF Transylvania

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 1 day of August, 2022, by Mike Galvin, as Manager of GALVIN LAND SERVICES, LLC, a Florida limited liability company, on behalf of the company. He ___ is personally known to me OR ✓ has produced Drivers License as identification.

[AFFIX NOTARY SEAL]

PEGGY EVATT
NOTARY PUBLIC
Transylvania County
North Carolina

Peggy Evatt
Notary Public

Peggy Evatt
Print Name

My Commission Expires: 06/04/2027

DOC# 20230019619
01/12/2023 08:14:10 AM Page 1 of 19
Rec Fee: $163.00
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

SHUTTS & BOWEN LLP
ATTN: DANIEL T. O'KEEFE, ESQ.
300 S. ORANGE AVE.
SUITE 1600
ORLANDO, FL 32801

Tax Parcel Identification Numbers:

11-20-27-0000-00-003
11-20-27-0000-00-013
11-20-27-0000-00-036
11-20-27-0000-00-070

SPACE ABOVE THIS LINE FOR RECORDING DATA

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (Kelly Park Property)

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Second Amendment**") is made and entered into as of the Second Amendment Effective Date (hereinafter defined) by and among the CITY OF APOPKA, FLORIDA, a Florida municipal corporation, ("**City**") whose address is 120 East Main Street, Apopka, Florida, 32703, and KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company, ("**KPLI**") HARRISKP, LLC, a Florida limited liability company, ("**Harriskp**") and GALVIN LAND SERVICES, LLC, a Florida limited liability company, ("**Galvin**", and together with KPLI and Harriskp, collectively, "**Developer**") whose address is 121 Snell Isle Boulevard NE, St. Petersburg, Florida, 33704. Developer and City are sometimes together referred to herein as the "**Parties**", and separately as a "**Party**", as the context requires.

RECITALS

A. Prior to the Second Amendment Effective Date, Developer and City entered into that certain "Development Agreement (Kelly Park Property)" recorded on August 3, 2022, as Document No. 20220474291 of the Public Records of Orange County, Florida (the "**Original Development Agreement**") which Original Development Agreement addresses certain matters concerning the development of the Property (as defined in the Original Development Agreement) for the Project (as defined in the Original Development Agreement), and which Original Development Agreement was entered into by Developer and City in connection with Developer's pursuit of, and City's grant of, certain Approvals (as defined in the Original Development Agreement) for the development of the Property for the Project.

B. Pursuant to the Original Development Agreement, Developer and City are obligated to enter into a Road Agreement (as defined in the Original Development Agreement) to set forth and establish certain rights, benefits, privileges, duties, obligations, and/or responsibilities of the Parties concerning the funding and construction of the widening of approximately 1.23 miles

of West Kelly Park Road in three (3) segments, as more particularly set forth in the Original Development Agreement.

C. Prior to the Second Amendment Effective Date, Developer and City entered into that certain "First Amendment to Development Agreement (Kelly Park Property)" recorded on _____, 2022, as Document No. _____ of the Public Records of Orange County, Florida (the "**First Amendment**").

D. Pursuant to such First Amendment, Developer and City postponed the time by which Developer and City were obligated to enter into the Road Agreement until Major Development Plan approval for all or any portion of the Owned Expansion Parcels (as defined in the Original Development Agreement), in order to allow City additional time to study the probable impacts, on the transportation network surrounding the Property including West Kelly Park Road, of certain projects and lands (other than the Project and the Property) proposed for development within the City and/or anticipated to be developed within the City.

E. Following the completion of such additional review and study by City, City has requested, and Developer has agreed, to amend the Amended Development Agreement: (i) to remove the obligation for the Parties to enter into (and for Developer to perform pursuant to) the Road Agreement, including the obligation for Developer to construct Segment 1; and (ii) to instead provide for the Project to mitigate its impacts on the surrounding transportation network as hereinafter provided in this Second Amendment, including the remittance and payment of the Mitigation Payment (hereinafter defined).

F. As of the Second Amendment Effective Date, the entities constituting Developer remain the sole owners in fee simple of the Property, which Property is the land burdened by the Original Development Agreement as amended by the First Amendment (collectively, the "**Amended Development Agreement**"), and Developer remains the sole holder of the rights, privileges, and interests granted to Developer by the Amended Development Agreement.

G. As of the Second Amendment Effective Date, City remains the sole holder of the rights, privileges, and interests granted to City by the Amended Development Agreement.

H. City is authorized by home-rule powers to enter into agreements, and amendments to agreements, regarding the development and redevelopment of property.

I. The City Council of City scheduled, advertised, and held a public hearing on _____, 2022, to consider this Second Amendment, and heard all persons desiring to speak for or against this Second Amendment.

J. The City Council of City duly considered the remarks and comments offered regarding this Second Amendment made at said public hearing.

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

L. The Parties desire to amend the Amended Development Agreement as hereinafter set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Defined Terms**. Defined (capitalized) terms used herein, but which are not specifically defined herein, shall have the meanings given to such terms by the Amended Development Agreement.

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

(a) City Objectives: To establish a direct funding scheme regarding the transportation impact fees in the form of the Mitigation Payment, as hereinafter defined, and to clarify the Parties' responsibilities regarding various offsite improvements associated with the Project.

(b) Developer Objectives: Clarify its ability to secure and assign impact fees regarding the Mitigation Payment mechanism provided in Section 18, as amended by this Amendment, and to eliminate the obligation to construct Segment 1.

4. **Section 4**. The text "*at its sole initial cost and expense (but subject to the provisions of Section 6)*" appearing in the first sentence of Section 4 is hereby stricken and replaced with "*(using the funding mechanism and payment process established in Section 18)*".

5. **Section 5**. The text "*at its sole initial cost and expense (but subject to the provisions of Section 6)*" appearing in the first sentence of Section 5 is hereby stricken and replaced with "*(using the funding mechanism and payment process established in Section 18)*".

6. **Section 6**. Section 6 of the Amended Development Agreement is hereby replaced in its entirety with the following:

6. **Pre-Approval of Costs by City**.

To be eligible for payment from the Mitigation Payment as provided in Section 18(c), Developer shall submit proposed expenditures for the Kelly Park Road Design and the Intersection Improvements to City for prior approval by the City Administrator or designee before incurring said expenditures. Such costs shall include, without limitation, costs of design, engineering, permitting, and construction, but shall not include any costs for right of way for the Intersection Improvements. Such proposed expenditures shall include sufficient documentation

establishing that each proposed cost is reasonably necessary for the completion of the Kelly Park Road Design and/or the DEP&C of the Intersection Improvements, as applicable. City shall approve, approve in part, or deny such request in writing within thirty (30) days; provided, however, that to the extent a proposed cost is a design, engineering, or permitting cost within the scope of and addressed by the most recent version of the "Design Staff Hour Estimation Guidelines" and/or the "PD&E Staff Hour Estimation Guidelines" published by the Florida Department of Transportation, (the "**FDOT Standards**") City will rely on such FDOT Standards if application of such FDOT Standards would be reasonable, practicable, and applicable. The current estimate of the costs to be incurred by Developer pursuant to this Agreement for the Kelly Park Road Design is set forth in **Exhibit "C"** attached (the "**Credit Estimate**"). Proposed costs, expenses, and expenditures for the Kelly Park Road Design and/or the Intersection Improvements that have been approved by City pursuant to this Section 6 shall herein be referred to as "**Approved Costs**". Notwithstanding the above, Developer agrees that the Approved Costs for the Kelly Park Road Design shall not exceed one million three hundred thousand dollars ($1,300,000.00) (the "**Design Costs Estimate**"), and that Developer shall bear any costs for the Kelly Park Road Design in excess of the Design Costs Estimate at its sole cost and expense, without being entitled to impact fee credits for such additional costs.

7. **Section 7**.

(a) First Revision. The first paragraph of Section 7 of the Amended Development Agreement is hereby stricken in its entirety and replaced with the following:

7. **Transportation Capacity, Concurrency, and Vesting**. Developer and City acknowledge and agree that this Agreement sets forth the final, full, and binding determination of Developer's and the Project's obligations to mitigate impacts of the Project upon roadways within the City's jurisdiction, notwithstanding any subsequent variance in actual traffic impacts created by the Project and/or the actual costs to complete the Kelly Park Road Design and/or to DEP&C the Intersection Improvements. Unless Developer should default under this Agreement, Developer shall be deemed to have satisfied, through buildout of the Project, all transportation concurrency requirements, including those set forth in Article VII of the Land Development Code, and/or all other requirements for the mitigation of traffic impacts of the Project on roads affected by the Project. So long as Developer is in compliance with this Agreement, none of completion of the Kelly Park Road Design, completion of the DEP&C of the Intersection Improvements, and/or remittance of the Mitigation Payment (nor any installment or portion thereof) shall be a condition precedent to the issuance of any permits, certificates of occupancy, and/or other approvals for and/or within the Property and/or the Project.

(b) Second Revision. Section 7(b) of the Original Development Agreement is eliminated in its entirety, with transportation impact fees owed by Developer now provided for in Section 18.

8. **Section 18**. Section 18 of the Original Development Agreement, as amended by Section 3 of the First Amendment, is hereby stricken in its entirety and replaced with the amended and restated Section 18 set forth in **Exhibit "A"** to this Second Amendment.

9. **Section 28**. The text "*(except as otherwise set forth in Section 18 as to Established Transportation Impact Fee Rates)*" is hereby inserted following the phrase "*which are in effect at the time of building permit issuance*" appearing in the first sentence of Section 28(c).

10. **Section 41**. The text "*, including court orders requiring City to pay and/or reimburse Approved Costs in accordance with Section 18 from the Mitigation Payment*" is hereby inserted following the phrase "*under the terms and conditions of this Agreement*" appearing in the second/last sentence of Section 41.

11. **Section 68**. The following is hereby added as a new Section 68 of this Agreement:

68. **Entrance Road Intersection Improvements**. The final construction/engineering plans for the main entrance road into the Project from West Kelly Park Road (the "**Entrance Road**"), which is labeled as "Public Right-of-Way Access" on Exhibit B to the Amended Development Agreement, shall include certain improvements ("**Entrance Road Intersection Improvements**") to the intersection of West Kelly Park Road and such Entrance Road, (the "**Entrance Road Intersection**") including turn lanes along existing West Kelly Park Road for traffic movements onto the Entrance Road and temporary traffic signalization (the "**Temporary Signal**"). The turn lanes include both a left turn lane on eastbound West Kelly Park Road and a right turn lane on westbound West Kelly Park Road (the "**Equestrian Turn Lane**") for traffic movements onto northbound Entrance Road. The Equestrian Turn Lane shall be completed prior to the establishing of a connection between West Kelly Park Road and the Entrance Road for public use except as provided in Section 68(a).

(a) Non-Construction of Entrance Road Intersection Turn Lanes. Notwithstanding anything in this Agreement, in any other Approval, and/or in the final construction/engineering plans for the Entrance Road to the contrary, Developer or Builder shall not be required to construct the Equestrian Turn Lane should construction of Segment 1 be completed prior to the Entrance Road opening for traffic from West Kelly Park Road.

(b) Signalization of Entrance Road Intersection. Developer and City acknowledge and agree that, within respect to any signalization of the Entrance Road Intersection included among the Entrance Road Intersection Improvements:

(i) The Developer shall complete the Temporary Signal portion of the Entrance Road Intersection Improvements prior to the issuance of a certificate of occupancy for the 320th residential unit in the Project and the Owned Expansion Parcels, collectively. The City agrees to allow an urban road section, if necessary, to accommodate the Temporary Signal. Such urban road section, if necessary, shall be installed at no cost to the City.

(ii) However, at any time prior to the condition set forth in Section (68)(b)(i), should the City reasonably determine that the lack of signalization at the Entrance Road Intersection is creating a significant traffic impact on West Kelly Park Road, the City may require Developer to complete the Temporary Signal prior to issuing further certificates of occupancy for the project.

(c) Equestrian Turn Lane. If the Equestrian Turn Lane is required, the construction, installation, use, operation, inspection, service, maintenance, repair, replacement, and/or reconstruction of the Equestrian Turn Lane may require the acquisition and/or conveyance of ROW&E from those certain parcels of real property presently owned by Equestrian, LLC, a Delaware limited liability company, and presently bearing Orange County Property Appraiser's Parcel Identification Numbers 11-20-27-0000-00-042 and 11-20-27-0000-00-057. Upon written request from the City, any ROW&E required for the construction and establishment of the Equestrian Turn Lane shall be acquired by Developer and/or a Builder and conveyed to City at no cost or expense to City, other than the award of Credits as provided in Section 18(e). Should the City successfully acquire the required ROW&E independently, Developer shall be authorized to construct the Equestrian Turn Lane on such City-acquired ROW&E.

12. **Conflict**. In the event of any conflict between the provisions of the Amended Development Agreement and the provisions of this Second Amendment, the provisions of this Second Amendment shall control.

13. **Ratification**. The Parties hereby ratify and reaffirm the terms of the Amended Development Agreement and agree that nothing contained herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in the Amended Development Agreement, except as herein expressly modified, and the Amended Development Agreement shall continue in full force and effect.

14. **Entire Agreement**. This Second Amendment constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements.

15. **Negotiation**. Each Party hereby acknowledges that it was properly represented in the negotiation of this Second Amendment and this Second Amendment shall not be more strictly construed against one Party or another as a result of such Party's participation in the drafting of this Second Amendment.

16. **Counterparts**. This Second Amendment may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

17. **Controlling Law**. This Second Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all

duly adopted ordinances, regulations, and policies of City now in effect and those hereinafter adopted.

18. **Second Amendment Effective Date**. The "**Second Amendment Effective Date**" of this Second Amendment shall mean and refer to latest of: (i) the date this Second Amendment is executed by City; (ii) the date this Second Amendment is executed by KPLI; (iii) the date this Second Amendment is executed by Harriskp; (iv) the date this Second Amendment is executed by Galvin; and (v) the date this Second Amendment is approved by the City Council of City.

19. **Recording in Public Records**. This Second Amendment, executed by all Parties, shall be recorded in the Public Records of Orange County, Florida. The City Clerk of City shall insure that proper recording of this Second Amendment is accomplished within fourteen (14) days after the execution of this Second Amendment by all Parties.

[signature pages and exhibit follow]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the Second Amendment Effective Date.

"CITY"

Signed, sealed, and delivered in the presence of:

Susan M Boone

Print Name: Susan M. Boone

Tedra Poitier

Print Name: Tedra Poitier

CITY OF APOPKA, FLORIDA, a Florida municipal corporation

By: Bryan Nelson

Print Name: Bryan Nelson

Title: MAYOR

Date: 12-7-22

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 December, 2022, by Bryan Nelson, as Mayor of CITY OF APOPKA, FLORIDA, a Florida municipal corporation, on behalf of the city. S/He ___ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

VICTORIA D. PARKS
Commission # HH 212444
Expires January 3, 2026

Victoria D. Parks

Notary Public

Victoria D. Parks

Print Name

My Commission Expires: Jan. 3, 2026

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the Second Amendment Effective Date.

"DEVELOPER"

Signed, sealed, and delivered in the presence of:

KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company

Print Name: Chloe Brantley

Print Name: Genevieve LaBuda

By:

Print Name: **Mike Galvin**

Title: **Manager**

Date: December 8, 2022

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 8th day of December, 2022, by Mike Galvin, as Manager of KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company. He X is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public State of Florida
Stacey Ann Gray
My Commission
HH 246272
Exp. 3/28/2026

Notary Public

Stacey Ann Gray

Print Name

My Commission Expires: 3/28/2026

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the Second Amendment Effective Date.

"DEVELOPER"

Signed, sealed, and delivered
in the presence of:

HARRISKP, LLC,
a Florida limited liability company

By: HARRIS REALTY COMPANY,
a LLC,
its Manager

Print Name: Gary F. Griffin

Print Name: Bettina G. Lopes

By: _____

Print Name: Thomas Harris

Title: Manager

Date: 12/6/22

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 6 day of December, 2022, by Thomas Harris, as Manager of HARRIS REALTY COMPANY, a LLC, as Manager of HARRISKP, LLC, a Florida limited liability company, on behalf of the company. S/He ___ is personally known to me OR ✓ has produced FL Driver License as identification.

[AFFIX NOTARY SEAL]

Notary Public State of Florida
Daniel Perry
My Commission GG 338710
Expires 06/23/2023

Notary Public

Daniel Perry

Print Name

My Commission Expires: 6-23-23

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the Second Amendment Effective Date.

"DEVELOPER"

Signed, sealed, and delivered
in the presence of:

GALVIN LAND SERVICES, LLC,
a Florida limited liability company

Print Name: Chloe Brantley

By: Mike Galvin

Print Name: **Mike Galvin**

Title: **Manager**

Print Name: Genevieve LaBuda

Date: December 8, 2022

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 8th day of December, 2022, by Mike Galvin, as Manager of GALVIN LAND SERVICES, LLC, a Florida limited liability company, on behalf of the company. He X is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public State of Florida
Stacey Ann Gray
My Commission
HH 246272
Exp. 3/28/2026

Notary Public

Stacey Ann Gray

Print Name

My Commission Expires: 3/28/2026

EXHIBIT "A" TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

Amended and Restated Section 18

18. **Mitigation Payment; Credits; Transportation Impact Fee Rates**.

(a) Amount of Mitigation Payment. In order to mitigate the Project's impacts on the surrounding transportation network, and to ensure availability of funds to pay for the Kelly Park Road Design and the Intersection Improvement, Developer shall remit to City a total sum of Two Million Seven Hundred Thirty-One Thousand Seventy and No/100 U.S. Dollars ($2,731,070.00) (the "**Mitigation Payment**"), representing the total impact fees expected to be generated by the Project, which shall be held, disbursed, and used by City in accordance with this Agreement.

(b) Remittance of Mitigation Payment. Subject to the below provisions which may require portions of the Mitigation Payment to be remitted to City earlier, the entirety of the Mitigation Payment shall be remitted to City no later than thirty (30) days following the date upon which the Kelly Park Road Design has both been completed by Developer and accepted by City in accordance with this Agreement ("**Design Completion**").

(1) On or before January 31, 2023, Developer shall remit to City an installment of the Mitigation Payment in an amount equal to One Million Three Hundred Thousand and No/100 U.S. Dollars ($1,300,000.00) (the "**Estimated Design Costs Installment**"), such amount being equal to the Approved Costs estimated to be incurred in connection with the preparation and completion of the Kelly Park Road Design, based on estimates reviewed and approved by City prior to the Second Amendment Effective Date.

(2) Prior to commencing construction of the Intersection Improvements, Developer shall both: (i) deliver to City an estimate, prepared by an engineer for Developer, (the "**Intersection Estimate**") setting forth the Approved Costs then estimated by such engineer to be incurred in connection with the design, engineering, permitting, and construction of Intersection Improvements (the "**Estimated Intersection Costs**"); and (ii) remit to City an installment of the Mitigation Payment in an amount equal to the Estimated Intersection Costs (the "**Estimated Intersection Costs Installment**").

(3) For avoidance of doubt, the remittance of the Estimated Design Costs Installment and of the Estimated Intersection Costs Installment in accordance with this Section 18(b) are preliminary and supplemental to the provisions of Section 18(c)(5) with respect to Deficiencies (hereinafter defined).

(4) All funds provided to City pursuant to this Agreement as all or any portion of the Mitigation Payment shall be readily available funds, tendered by wire transfer.

(5) Until released to City pursuant to Section 18(d), any portion of the Mitigation Payment remitted to City pursuant to this Agreement shall be held by City in one or

more non-interest bearing designated account(s) (the "**Designated Accounts**") for the limited purposes set forth in this Agreement, which Designated Accounts shall be separate and segregated from all other account(s) and all other funds of City. City shall establish and maintain ledgers for the funds being held in the Designated Accounts, reflecting all receipts, disbursements, deposits, withdrawals, and current balances to/from/of such Designated Accounts, including all remittances of all or any portion or installment of the Mitigation Payment and any disbursements to pay Approved Costs (as hereinafter discussed); City shall provide a current copy of the ledgers to any Party within five (5) Business Days after receipt of a written request from any Party for the same.

(c) Payment of Approved Costs.

(1) Application. Not more often than once per calendar month after commencement of the Kelly Park Road Design or the DEP&C of the Intersection Improvements has occurred, Developer, or any Builder undertaking either or both of such activities, (each, a "**Performing Party**") may submit to City a written request (each, an "**Application**"), signed by the Performing Party, requesting that City disburse funds from the Designated Accounts for the Approved Costs incurred by such Performing Party since the date of the last requests from such Performing Party. An Application may request that the City directly pay any contractor or subcontractor performing work associated with the Kelly Park Road Design or DEP&C of the Intersection Improvements (each, a "**Performing Agent**"). Notwithstanding the foregoing, the first Application submitted by a Performing Party to City shall include all sums incurred by such Performing Party for Approved Costs prior to the submission of such first Application to City, which sums may include Approved Costs incurred by such Performing Party prior to the Effective Date, to the extent that such Approved Costs have been reviewed and approved by City in accordance with other provisions of this Agreement. Prior to the first Application submitted for the Project, Developer shall provide the City a list, signed by Developer, of all individuals and/or entities authorized to submit an Application.

(2) Contents of Application. Each Application shall include: (i) copies of statements, invoices, and/or draw requests evidencing all Approved Costs incurred during the period covered by such Application justifying the request; (ii) as to Approved Costs, if any, that have already been directly paid by such Performing Party to Performing Agents, proof of payment, reasonably satisfactory to City, evidencing such Performing Party's payment of such statements, invoices, and/or draw requests; (iii) any legally required lien releases associated with the payments of Approved Costs covered by such Application; and (iv) a statement or spreadsheet reflecting all Approved Costs incurred during the period covered by the Application and reflecting all Approved Costs incurred by the Performing Party for the Kelly Park Road Design and/or the Intersection Improvements cumulatively to date. With each Application, the submitting Performing Party shall also provide City such other documentation as may be reasonably necessary or reasonably requested by City to substantiate the Application, the Approved Costs set forth in such Application, and/or the disbursement of funds from the Designated Accounts requested by such Application. For avoidance of doubt, no Application may include any costs and/or expenses that are not Approved Costs (i.e. that have not previously been reviewed and approved by City in accordance with other provisions of this Agreement).

(3) Review of Application. Within twenty (20) Business Days following receipt of an Application, City shall review each such Application and notify the submitting Performing Party in writing as to whether such Application is approved in whole, approved in part, disapproved, or if the request is incomplete and the City requires additional information in order to evaluate or approve such request. If the City denies any request in whole or in part, City shall provide reasonably detailed explanation of the reason or reasons for the disapproval. If City timely makes a request for additional information, City's written notice shall provide a reasonably detailed explanation of the deficiency(ies) in the request and the additional information requested. If City fails provide the written notice required by this paragraph within the time specified, then the applicable Application shall be deemed to be approved by City in its entirety. In no event shall City's approval of any Application be unreasonably withheld, conditioned, or delayed.

(i) City shall have fifteen (15) Business Days following receipt from the applicable Performing Party of any new information and/or materials submitted by such Performing Party in response to an Additional Information Request (together with the initial Application, a "**Corrected Application**") to review such Corrected Application and notify the submitting Performing Party in writing as to whether such Corrected Application is approved in whole or in part and/or whether such Corrected Application is disapproved in whole or in part. If City timely disapproves of a Corrected Application, City's written notice to the submitting Performing Party shall provide a reasonably detailed explanation of the reason or reasons for the disapproval. If City fails to provide the submitting Performing Party with the written notice required by this paragraph within the time specified, then the applicable Corrected Application shall be deemed to be approved by City in its entirety. In no event shall City's approval of any Corrected Application be unreasonably withheld, conditioned, or delayed.

(4) Release of Funds from Designated Accounts.

(i) Undisputed Amounts. Within three (3) Business Days following City approval (or deemed approval, as applicable) of an Application (or Corrected Application, as applicable) in whole or in part, City shall disburse from the Designated Accounts, and remit to each applicable Performing Agent (and/or to the submitting Performing Party, if applicable) funds in an amount equal to the Approved Costs set forth in such Application (or Corrected Application, as applicable) that have been approved (or deemed approved) for payment (or reimbursement) to each such Performing Agent (and/or to the submitting Performing Party, if applicable) by such City approval (or deemed approval, as applicable).

(ii) Disputed Amounts. In the event City disapproves of an Application or Corrected Application, or any portion(s) thereof, City and the submitting Performing Party agree to negotiate in good faith, as expeditiously as possible, to resolve such disapproval. In the event City and the submitting Performing Party are able to resolve such disapproval through their negotiations, then City and the submitting Performing Party shall jointly reduce such mutually agreed upon resolution to writing. Within three (3) Business Days following the mutually agreed upon resolution of a disapproval being reduced to writing, City shall disburse from the Designated Accounts, and remit to each applicable Performing Agent (and/or to the submitting Performing Party, if applicable), those funds that City and the submitting Performing

Party have agreed shall be released and remitted to each such Performing Agent (and/or to the submitting Performing Party, if applicable) in resolution of City's initial disapproval, as reflected in the written disapproval resolution.

(iii) Enforcement. In the event that any dispute concerning City's total or partial disapproval of an Application (or Corrected Application, as applicable) is not resolved (and reduced to writing) within thirty (30) days after the date of City's notice of such disapproval, then each of City and the applicable Performing Party may seek resolution of the dispute by a court of competent jurisdiction.

(5) Deficiency Funding. In the event that, (x) at any time following commencement of the Kelly Park Road Design, the remaining balance of the Mitigation Payment then being held by City in the Designated Accounts is determined by the City to be insufficient to cover all remaining Approved Costs associated with the Kelly Park Road Design, or (y) at any time following commencement of the DEP&C of the Intersection Improvements, the remaining balance of the Mitigation Payment then being held by City in the Designated Accounts is determined to be insufficient to cover all remaining Approved Costs associated with the Intersection Improvements, (each, a "**Deficiency**") then upon the declaration of such Deficiency, as provided below, the Performing Party for the Kelly Park Road Design and/or for the Intersection Improvements, as applicable, shall promptly remit to City an additional installment of the Mitigation Payment in an amount equal to such deficiency or shortfall for the Kelly Park Road Design and/or for the Intersection Improvements, as applicable, so as to eliminate such Deficiency ("**Deficiency Funding**"); provided, however, in no event shall the total amount of funds that Developer is required to provide to City pursuant to this Section 18 exceed Two Million Seven Hundred Thirty-One Thousand Seventy and No/100 U.S. Dollars ($2,731,070.00). Deficiency Funding shall be held by City in the Designated Accounts and shall be held, disbursed, and used by City in accordance with this Agreement. Deficiency Funding, subject to the provisions of Section 18(d), shall be used to pay Performing Agents (and/or reimburse the Performing Party, as applicable) for the Approved Costs incurred by such Performing Party remitting such Deficiency Funding in connection with such Performing Party's performance of the Kelly Park Road Design and/or of the Intersection Improvements, as applicable. The provisions of this Section 18(c)(5) shall apply regardless of whether such Deficiency arose due to a City-approved change order or otherwise.

(i) In the event that City determines that a Deficiency has occurred, City shall send written notice of such Deficiency to the relevant Performing Party, whereupon a Deficiency shall be declared; provided, however, that City shall not unreasonably declare a Deficiency to exist.

(ii) In the event that a Performing Party determines that a Deficiency has occurred for the Kelly Park Road Design and/or for the Intersection Improvements, as applicable, such Performing Party shall send written notice of such Deficiency to City. In the event that City concurs with such Performing Party's determination, City shall send written notice of such concurrence to the applicable Performing Party, whereupon a Deficiency for the Kelly Park Road Design and/or for the Intersection Improvements, as applicable, shall be declared;

provided, however, that City shall not unreasonably withhold, condition, or delay its concurrence to a Performing Party's determination of a Deficiency.

(iii) Notices concerning a Deficiency sent pursuant to this Section 18(c)(5) shall explain any asserted Deficiency in reasonable detail, and include such other documentation as may be reasonably necessary or reasonably requested by City and/or the applicable Performing Party to substantiate the Deficiency and/or the Deficiency Funding then being requested. City's declaration of, or concurrence with the existence of, a Deficiency shall also serve as City's approval of such additional Approved Costs, in accordance with Section 6.

(6) Intent. It is the intention of the Parties is that no Performing Party shall be required to make any payment(s) of Approved Costs directly to Performing Agents, but rather that all such payments of Approved Costs to Performing Agents be made by City from the Designated Accounts as provided in this Section 18(c). However, the Parties also acknowledge that there may be situations where it is necessary (or convenient) for a Performing Party to make a payment of Approved Costs directly to a Performing Agent (including where such payment is required to avoid a breach of such Performing Party's agreements and/or contracts with its Performing Agent). For avoidance of doubt, in the event that any Performing Party makes any payment of Approved Costs directly to a Performing Agent, such payment shall be reimbursed to such Performing Party through the process established by this Section 18(c), so long as such Approved Costs would have been payable by City from the Designated Accounts to such Performing Agent had the Performing Party not made such payment directly.

(d) Use of Mitigation Payment Upon Completion of Kelly Park Road Design and Intersection Improvements. Following completion of both the Kelly Park Road Design and the Intersection Improvements, and the payment to all Performing Agents and/or the reimbursement to all Performing Parties pursuant to Section 18(c) of all Approved Costs incurred in connection with the Kelly Park Road Design and the Intersection Improvements, any balance of the Mitigation Payment remaining in the Designated Accounts, together with any portion of the Mitigation Payment remitted to City after such time (collectively, "**Surplus Mitigation Payment Funds**") may, upon written notice from City to Developer and all Performing Parties that the Kelly Park Road Design and the Intersection Improvements have both been completed to the satisfaction of City, be removed by City from the Designated Accounts and commingled with other funds, accounts, and assets of City. Notwithstanding the foregoing, Surplus Mitigation Payment Funds may only be used by City for those purposes or uses that City may make of transportation impact fees pursuant to Florida law and the City's Code.

(e) Transportation Impact Fee Credits.

(1) Credits for Mitigation Payment; Amount; Timing. As authorized by Section 22-57 of the Apopka Code of Ordinances, City agrees to award transportation impact fee credits ("**Credits**") to each Developer and/or Builder who provides to City any portion or installment of the Mitigation Payment pursuant to this Agreement.

(i) The amount of Credits awarded to each Developer or Builder who provides any portion or installment of the Mitigation Payment to City pursuant to this

Agreement shall be equal to one hundred percent (100%) of such portion or installment of the Mitigation Payment remitted by such Developer or Builder to City pursuant to this Agreement. However, notwithstanding the above, the amount of Credits awarded for the Kelly Park Road Design shall not exceed the amount of the Estimated Design Costs Installment regardless of whether the costs associated with the Kelly Park Road Design exceed said installment.

(ii) Subject to Section 18(e)(3), Credits for portions or installments of the Mitigation Payment remitted shall be awarded by City to the applicable Developer or Builder upon City's receipt of any such portion or installment of the Mitigation Payment from such Developer or Builder. If an entity remits a portion of the Mitigation Payment and the entity is not the fee simple owner of any portion of the Property, said entity shall provide written notice of the identity of the intended Credit Awardee, who shall be a fee simple owner of at least a portion of the Property.

(2) Credits for Equestrian ROW&E; Amount; Timing. Should the City be unable to acquire the required ROW&E for the Equestrian Turn Lane as described in Section 68 of this Agreement ("**Equestrian ROW&E**"), and Developer acquires such ROW&E on behalf of the City, as authorized by Section 22-57 of the Apopka Code of Ordinances, City agrees to award Credits to each Developer and/or Builder who conveys and/or grants any Equestrian ROW&E to City pursuant to this Agreement, or who causes any such Equestrian ROW&E to be conveyed and/or granted to City pursuant to this Agreement. Developer is not entitled to any other Credits regarding the Equestrian Turn Lane other than for ROW&E conveyed or granted to the City.

(i) The amount of Credits awarded to each Developer or Builder who conveys and/or grants any Equestrian ROW&E to City pursuant to this Agreement (or who causes any such Equestrian ROW&E to be conveyed and/or granted to City pursuant to this Agreement) shall be equal to one hundred percent (100%) of the value of such Equestrian ROW&E conveyed and/or granted, as such value is determined in accordance with Section 18(e)(7).

(ii) Subject to Section 18(e)(3), Credits for the conveyance or grant of Equestrian ROW&E shall be awarded by City to the applicable Developer or Builder upon the City's acceptance of such conveyance or grant pursuant to this Agreement.

(3) Award of Credits; Credit Accounts. Credits to which a Developer or Builder has become entitled pursuant to this Agreement shall be awarded to such Developer or Builder by City within thirty (30) days following City's receipt of a request for Credits (each, a "**Request for Credits**") from such Developer or Builder. With each Request for Credits, each submitting Developer or Builder shall also provide City: (y) such other documentation as may be reasonably necessary or reasonably requested by City to substantiate such submitting Developer's or Builder's entitlement to Credits pursuant to Section 18(e)(1) and/or Section 18(e)(2) and/or the amount of such Credits claimed by such Request for Credits; and (ii) all information and/or documentation described in Section 22-57(f) of the Apopka Code of Ordinances.

(i) City shall establish a transportation impact fee credit account (a "**Credit Account**") in the name of, and for the benefit of, each Developer or Builder to whom

Credits are awarded pursuant to this Agreement (each such Developer or Builder receiving an award of Credits being a "**Credit Awardee**"), and City shall credit to the Credit Account of each such Credit Awardee the amount of Credits to which such Developer Party is entitled pursuant to Section 18(e)(1)(i) and/or Section 18(e)(2)(i), as applicable.

(ii) There is no limit to the number of times a Developer or Builder may submit a Request for Credits; each Developer or Builder shall be entitled to submit a Request for Credits at each such time that such Developer or Builder provides all or any portion or installment of the Mitigation Payment to City pursuant to this Agreement and/or conveys or grants any Equestrian ROW&E to City (or causes any such Equestrian ROW&E to be conveyed and/or granted to City, as applicable).

(4) Use of Credits. Credits awarded pursuant to this Agreement may be used by the Credit Awardee or assignee to whom such Credits were awarded to offset transportation impact fees assessed by City in connection with the development of the Property. In no event shall Developer be entitled to Credits in excess of the Mitigation Payment, or for funds due.

(i) A Credit Awardee or assignee may, as transportation impact fees become payable in connection with development of the Property, instruct the City to deduct from the amount due any amount of Credits to which that Credit Awardee or assignee is entitled. For purposes of the foregoing, City shall make deductions from the amount due of a Credit Awardee upon receipt of written direction from such Credit Awardee or assignee.

(ii) Credits awarded pursuant to this Agreement may not be used for any purpose other than offsetting transportation impact fees assessed by City in connection with the development of the Property, and cannot be converted to U.S. currency or any other form except as otherwise provided herein.

(iii) The right of a Credit Awardee or assignee to use or assign the Credits secured under this Agreement shall be a right personal to each Credit Awardee (or Credit Assignee, as applicable) and shall not run with the land.

(5) Assignment of Credits. Credits may, at any time, be assigned solely for use within the Property by a Credit Awardee to any then fee simple owner of all or any portion of the Property. For any assignment of Credits to be effective, such assignment shall be evidenced by a written instrument specifically referencing this section of this Agreement and that the Credits are being assigned pursuant to this subsection. Upon the City receiving a copy of such assignment, the assignee may apply such Credits to transportation impact fees at the Established Transportation Impact Fee Rates assessed for development within the Property pursuant to the process described in Section 18(e)(4).

(6) Impact Agreement. For avoidance of doubt, this Agreement is an "impact agreement" within the meaning of Section 22-57 of the Apopka Code of Ordinances, including Section 22-57(e) thereof.

(7) Value of Equestrian ROW&E. The value of the Equestrian ROW&E, both in fee simple and/or by easement, conveyed and/or granted to City pursuant to this Agreement shall be determined in accordance with the process set forth in Section 22-57(b)(2) of the Apopka Code of Ordinances in effect at the time of this Agreement, which provides as follows:

> *"A pro rata share of the appraised land value of the parent parcel as determined by the Member Appraisal Institute (MAI) appraiser selected and paid for by the applicant [conveying Developer Party]. If the city planner or his designee disagrees with the appraised value, he may engage, at the city's expense, another appraiser, and the value shall be an amount equal to the average of the two appraisals."*

No less than thirty (30) days prior to the conveyance and/or grant of any Equestrian ROW&E to City, the conveying Developer or Builder (or the Developer or Builder causing such conveyance and/or grant, as applicable) shall deliver to City an appraisal of such Equestrian ROW&E in accordance with Section 22-57(b)(2) of the Apopka Code of Ordinances. If City exercises its right, at City's expense, to obtain another appraisal, City shall deliver such City appraisal to the applicable Developer or Builder within ninety (90) days after City's receipt of the Developer's or Builder's, as applicable, appraisal for such Equestrian ROW&E.

(f) Established Transportation Impact Fee Rates. Transportation impact fees assessed by City in connection with the development of the Property as contemplated by this Development Agreement shall be assessed at the transportation impact fee rates in effect on the Effective Date (the "**Established Transportation Impact Fee Rates**"), regardless of any subsequent increase(s) in transportation impact fee rates adopted by City, and regardless of the transportation impact fee rates in effect on the date(s) that any one or more building permits are issued for development within the Property (which building permit(s) are triggering the payment of transportation impact fees). This provision shall not affect the Owned Expansion Parcels or Acquired Expansion Parcels, which may be subject to impact fees as may adjusted or modified.

(1) Applicable City Ordinance. The Established Transportation Impact Fee Rates are those transportation impact fee rates set forth in Ordinance No. 1793 adopted by the City Council of City on December 5, 2005

(2) Change In Law. In the event that transportation impact fees are abolished or modified by the City, or are fully or partially replaced with or supplemented by a transportation mobility fee or similar fee, this Agreement shall remain in full force and effect, and development within the Property shall continue to pay transportation impact fees, at the Established Transportation Impact Fee Rates, as contemplated by this Section 18(f), subject to the application of Credits as set forth in Section 18(e). This provision shall not affect the Owned Expansion Parcels or Acquired Expansion Parcels, which may be subject to impact fees as may adjusted or modified.

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

ATTN: JACOB SCHUMER, ESQ.
THE GROSSHANS GROUP
884 S. DILLARD STREET
WINTER GARDEN, FL 34787

Tax Parcel Identification Numbers:

11-20-27-0000-00-003
11-20-27-0000-00-013
11-20-27-0000-00-036
11-20-27-0000-00-070

DOC# 20240513434
09/04/2024 11:23:19 AM Page 1 of 12
Rec Fee: $103.50
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: CITY OF APOPKA CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (Kelly Park Property)

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Third Amendment**") is made and entered into as of the Effective Date (hereinafter defined) by and among the CITY OF APOPKA, FLORIDA, a Florida municipal corporation, ("**City**") whose address is 120 East Main Street, Apopka, Florida, 32703, KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company, ("**KPLI**") HARRISKP, LLC, a Florida limited liability company, ("**Harriskp**") and GALVIN LAND SERVICES, LLC, a Florida limited liability company, ("**Galvin**", and together with KPLI and Harriskp, collectively, "**Developer**") whose address is 121 Snell Isle Boulevard NE, St. Petersburg, Florida, 33704, PRM APOPKA/KELLY PARK OWNER LLC, a Delaware limited liability Company ("**PRM**") whose address is 300 Trade Center Suite 7700, Woburn, MA 01801, and JEN FLORIDA 51 LLC, a Florida limited liability company ("**JEN**", and together with PRM collectively, "**Builders**"), whose address is 1750 W. Broadway Ste 111, Oviedo, FL 32765. Developer and City are sometimes together referred to herein as the "**Parties**", and separately as a "**Party**", as the context requires.

RECITALS

A. Prior to this Third Amendment, Developer and City entered into that certain "Development Agreement (Kelly Park Property)" executed on June 16, 2022 and recorded as Document No. 20220474291 of the Public Records of Orange County, Florida (the "**Original Agreement**"), as well as that certain "First Amendment to Development Agreement," executed on August 3, 2022 and recorded as Document No. 20230100263 (the **"First Amendment**"), and the "Second Amendment to Development Agreement" executed on December 7, 2022 and recorded as Document No. 20230019619 (the "**Second Amendment**")(together, the Original Agreement and two amendments may be referred to as the "**Amended Development Agreement**" or "**Development Agreement"**).

B. The Amended Development Agreement provides certain requirements and provisions regarding (1) temporary and permanent signalization of the Entrance Road Intersection (as defined in the Second Amendment), (2) construction of temporary and permanent turn lanes within such Entrance Road Intersection, (3) the awarding of impact fee credits for Equestrian ROW&E (as defined in the Second Amendment), and (4) the design, engineering, permitting and construction of improvements at Round Lake Road's intersection with Kelly Park Road (the "**Round Lake Road Improvements**" or "Intersection Improvements," as defined in the Original Agreement).

C. The Amended Development Agreement also provides that Developer has agreed to install certain Potable Water Improvements, Sanitary Sewer Improvements, and Reclaimed Water Improvements (the **"Utility Improvements**," as defined in the Original Agreement), as well as a new sixteen-inch potable water main within Effie Drive north from West Kelly Park Road to the portion of Effie Drive where the Property has frontage (the "**Effie Drive WM Extension**," as defined in the Original Agreement) prior to the issuance of the first certificate of occupancy for the project, for which the Developer would be entitled to certain reimbursements should the City desire such improvements be upsized.

D. The City wishes to upsize the Utility Improvements and Effie Drive WM Extension, and do not wish such upsizing to delay the project while the City and Developer negotiate an upsizing agreement pursuant to Section 9 of the Original Agreement.

E. The Amended Development Agreement's requirements assume that construction of the permanent widening of West Kelly Park Road would occur following a period where the Project would utilize temporary signalization and turn lanes due to the length of time between construction of the Project and the commencement of the West Kelly Park Road widening.

F. The Parties have since worked together to accelerate the timetable for the completion of the West Kelly Park Road widening, and intend to initiate construction of permanent improvements to the Entrance Road Intersection prior to the establishment of any temporary turn lanes or signalization. Developer has additionally obtained a traffic study establishing that signalization is not needed at the Entrance Road Intersection until certificates of occupancy are achieved for 580 single-family residential units and 300 multifamily apartment units.

G. Because of this accelerated timetable, the Amended Development Agreement would call for Developer to complete temporary improvements only to immediately demolish them in favor of the permanent improvements.

H. To help accelerate the West Kelly Park Road widening and the Entrance Road Intersection Improvements, Developer has begun securing ROW&E in addition to the Equestrian ROW&E.

I. Discussions between the City and County as to jurisdiction over the Round Lake Road Improvements and other rights-of-way are ongoing, and Developer will likely not be able to complete such improvements prior to the issuance of the first certificate of occupancy for the Project for reasons outside of Developer's control.

J. City is authorized by home-rule powers to enter into agreements, and amendments to agreements, regarding the development and redevelopment of property.

K. Developer either remains fee simple owner or has received specific authorization to enter this Third Amendment from all relevant fee simple property owners subject to the Amended Development Agreement, including Builders, who are Builders as defined in the Original Development Agreement and have consented to this Amendment by their signature hereto.

L. The City Council of City scheduled, advertised, and held a public hearing on August 7, 2024, to consider this Third Amendment, and heard all persons desiring to speak for or against this Third Amendment.

M. The City Council of City duly considered the remarks and comments offered regarding this Third Amendment made at said public hearing.

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

O. The Parties desire to amend the Amended Development Agreement as hereinafter set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Defined Terms**. Defined (capitalized) terms used herein, but which are not specifically defined herein, shall have the meanings given to such terms by the Amended Development Agreement.

3. **Round Lake Road Improvements**. Section 5 of the Original Agreement is hereby modified to remove the requirement that Developer design, engineer, permit and construct ("**DEP&C**") the Intersection Improvements prior to the issuance of the first certificate of occupancy. Developer shall instead complete the DEP&C such Intersection Improvements within 12 months after the issuance of the first certificate of occupancy for the Project. Should Developer be unable to complete the DEP&C of the Intersection Improvements within said 12 months due to issues relating to acquisition of necessary easements or rights-of-way, the City Administrator or designee may grant extensions to this deadline upon request made in writing by the Developer, which shall not be unreasonably denied.

4. **Entrance Road Intersection Turn Lanes and Signalization**. Section 68 of the Amended Development Agreement, as created by Section 11 of the Second Amendment, is hereby modified as follows:

(a) Turn lanes from West Kelly Park Road onto the Entrance Road (also known as "**Waypointe Boulevard**"), including the Equestrian Turn Lane, are not required to be completed prior to making a connection between West Kelly Park Road and the Entrance Road so long as:

(i) Construction has commenced on the permanent improvements as shown on the construction plans dated March 11, 2023, and approved by Apopka's Development Review Committee, and as may be amended with approval of the City; and

(ii) A transportation management plan is in place during said construction in the same manner as if temporary turn lanes had been completed.

(b) Developer is not required to complete the Temporary Signal called for in Sections 68 and 68(b) prior to the issuance of the certificate of occupancy for the 320th residential unit in the Project and Owned Expansion Parcels, so long as:

(i) Construction has commenced on the permanent improvements as shown on the construction plans dated March 11, 2023, and approved by Apopka's Development Review Committee, and as may be amended with approval of the City; and

(ii) A transportation management plan is in place during said construction in the same manner as if the Temporary Signalization had been completed.

(c) Developer shall install a stop sign at Waypointe Boulevard within the Entrance Road Intersection concurrently when making the connection between Waypointe Boulevard and West Kelly Park Road. Developer shall DEP&C the Temporary Signal or a permanent signal prior to the issuance of certificates of occupancy for a total of 580 single-family residential units and 300 multifamily residential units.

5. **Alternative Method of Acquisition of ROW&E**. In addition to the mechanism for the Equestrian ROW&E as described in the Second Amendment, Developer and City may obtain ROW&E owned by third parties needed for the Entrance Road Intersection Improvements and widening of Kelly Park Road associated with the Project in the following manner:

(a) For any ROW&E necessary for the Entrance Road Intersection Improvements, as shown by any approved plans, or as confirmed in writing by the Mayor, City Administrator, or designee as approved for acquisition, Developer may negotiate acquisition of such ROW&E on behalf of the City. Developer may acquire such ROW&E by easement, fee simple, or other form approved by the City. Developer shall utilize good faith, commercially reasonable efforts to negotiate the procurement from such third-party landowner, and any proposed compensation to be paid to such third-party owner shall be subject to the City's approval by the Mayor, City Administrator, or designee, which shall not be unreasonably withheld.

(b) Should the City approve of the acquisition and compensation, the Developer may utilize its own funds to acquire such ROW&E. If Developer utilizes its own funds to acquire the ROW&E, Developer shall be entitled to cash reimbursement for 100% of the approved compensation paid by Developer to the third-party owner within thirty (30) days of Developer providing notice of such acquisition to the City, including documentation showing funds actually

paid. Such reimbursement shall be paid by wire transfer or other means mutually agreed upon by the Parties.

(c) Alternatively, Developer shall be entitled to transportation impact fee credits for 100% of the approved compensation paid by Developer to the third-party owner. The City shall award such impact fee credits within thirty (30) days of Developer providing a request for such transportation impact fee credits, which request shall include documentation showing that the compensation was paid to the third-party owner.

(d) Developer shall be entitled to cash reimbursement for any credits awarded under Subsection 5(c) above. The City shall make such cash reimbursement within thirty (30) days of a request for such reimbursement made by Developer, either by wire transfer or other means mutually agreed upon by the Parties.

6. **Vesting and Approvals**. Because Developer will be constructing the permanent improvements to the Entrance Road Intersection associated with the Kelly Park Road Widening in lieu of the temporary improvements which would be sufficient to satisfy requirements for the Project and the Property, the City agrees to the following:

(a) The City agrees to issue a Certificate of Acceptance for the Crossroads at Kelly Park Phase 1-1 Master Infrastructure & Mass Grading improvements prior to the completion of the permanent Entrance Road Intersection improvements.

(b) So long as Developer or assignee has commenced the permanent improvements, no further improvements along Kelly Park Road are required for Developer or assignees to receive their inspections, Certificates of Occupancy (COs), Certificates of Completion (COCs), and Certificates of Acceptance (COAs) including the finals, and the City shall not withhold any COs, COCs, COAs, or similar approvals for the Project due to the status of the Entrance Road Intersection.

(c) The properties identified as "Benefitted Properties" within that Amended Easement Agreement executed May 16, 2023 and recorded in the Orange County Public Records as Document No. 20230281479 (the **"Galvin-Equestrian ROW Easement**") shall be deemed to have public access by virtue of their benefit of the Galvin-Equestrian ROW Easement, as amended, and any delay in dedication or conveyance of such easement to the City shall not prevent such Benefitted Properties from receiving their inspections, Certificates of Occupancy (COs), Certificates of Completion (COCs), and Certificates of Acceptance (COAs) including the finals, and the City shall not withhold any COs, COCs, COAs, or similar approvals for the Benefitted Properties due to lack of public access, including development approvals such as for plats, development plan amendments, or other any other form of development application.

(d) These confirmations shall apply to any of Developer's assignees and purchasers for the property subject to the Amended Development Agreement, including but not limited to DHIC-Kelly Park LLC, D.R. Horton, Inc, PRM Apopka/Kelly Park Owner LLC, Jen Florida 51, LLC and Dream Finders Homes, LLC.

7. **Effie Drive WM Extension and Utility Improvements**. Section 8 of the Original Agreement is hereby modified to remove the requirement that Developer DEP&C the Utility Improvements and Effie Drive WM Extension prior to the issuance of the first certificate of occupancy. Developer shall instead complete the DEP&C such Utility Improvements and Effie Drive WM Extension within 12 months after the City and Developer enter an upsizing agreement providing for Developer reimbursement pursuant to Section 9 of the Original Agreement, or 12 months after the City provides written notice that they do not wish to upsize said improvements, whichever occurs first.

8. **Conflict**. In the event of any conflict between the provisions of the Amended Development Agreement and the provisions of this Third Amendment, the provisions of this Third Amendment shall control.

9. **Ratification**. The Parties hereby ratify and reaffirm the terms of the Amended Development Agreement and agree that nothing contained herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in the Amended Development Agreement, except as herein expressly modified, and the Development Agreement shall continue in full force and effect.

10. **Entire Agreement**. This Third Amendment constitutes the entire agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements.

11. **Negotiation**. Each Party hereby acknowledges that it was properly represented in the negotiation of this Third Amendment and this Third Amendment shall not be more strictly construed against one Party or another as a result of such Party's participation in the drafting of this Third Amendment.

12. **Counterparts**. This Third Amendment may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

13. **Controlling Law**. This Third Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of City now in effect and those hereinafter adopted.

14. **Third Amendment Effective Date**. The "**Effective Date**" of this Third Amendment shall mean and refer to the date that this Third Amendment has been executed by all parties.

15. **Recording in Public Records**. This Third Amendment, executed by all Parties, shall be recorded in the Public Records of Orange County, Florida. The City Clerk of City shall insure that proper recording of this Third Amendment is accomplished within fourteen (14) days after the execution of this Third Amendment by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be duly executed.

"CITY"

Signed, sealed, and delivered
in the presence of:

CITY OF APOPKA, FLORIDA,
a Florida municipal corporation

Susa M Bone

Print Name: Susan M. Bone

Lidia Algarin

Print Name: Lidia Algarin

By: Bryan Nelson

Print Name: Bryan Nelson

Title: Mayor

Date: 8-13-24

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of Y physical presence or ___ online notarization, this 8th day of August, 2024, by Bryan Nelson, as Mayor of CITY OF APOPKA, FLORIDA, a Florida municipal corporation, on behalf of the city. S/He Y is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

JODI WRIGLEY
MY COMMISSION # HH 206009
EXPIRES: January 8, 2026
Bonded Thru Notary Public Underwriters

Jodi Wrigley

Notary Public

Jodi Wrigley

Print Name

My Commission Expires: January 8, 2026

Signed, sealed, and delivered
in the presence of:

KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company

Print Name: Floyd Fulford

Print Name: Sandra Miller

By: _____

Print Name: **Mike Galvin**

Title: **Manager**

Date: 7-17-24

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 17 day of July, 2024, by Mike Galvin, as Manager of KELLY PARK LAND INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company. He ✓ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

Alex Gross
Notary Public, State of Florida
Commission No. HH 395903
My Commission Expires: 05/08/27

_____
Notary Public

Alex Gross
Print Name

My Commission Expires: 05/08/2027

Signed, sealed, and delivered
in the presence of:

HARRISKP, LLC,
a Florida limited liability company

By: HARRIS REALTY COMPANY,
a Delaware limited liability company,
its Manager

Print Name: Casey Dougherty

Michelle German

Print Name: Michelle German

By: _____

Print Name: Thomas Harris

Title: Manager

Date: July 8 24

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 8 day of July, 2024, by Thomas Harris, as Manager of HARRIS REALTY COMPANY, a _____, as Manager of HARRISKP, LLC, a Florida limited liability company, on behalf of the company. S/He ___ is personally known to me OR ✓ has produced Driver License as identification.

[AFFIX NOTARY SEAL]

BRANDON JIMENEZ
Notary Public - State of Florida
Commission # HH 59034
My Comm. Expires Nov 1, 2024

_____
Notary Public

Brandon Jimenez
Print Name

My Commission Expires: Nov 1, 2024

Signed, sealed, and delivered
in the presence of:

GALVIN LAND SERVICES, LLC,
a Florida limited liability company

Print Name: FLOYD FULFORD

By: _____

Print Name: **Mike Galvin**

Print Name: Sandra Miller

Title: **Manager**

Date: 7-17-24

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 17 day of July, 2024, by Mike Galvin, as Manager of GALVIN LAND SERVICES, LLC, a Florida limited liability company, on behalf of the company. He ✓ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

Alex Gross
Notary Public, State of Florida
Commission No. HH 395903
My Commission Expires: 05/08/27

_____
Notary Public

Alex Gross
Print Name

My Commission Expires: 05/08/27

Signed, sealed, and delivered
in the presence of:

PRM APOPKA/KELLY PARK OWNER LLC, a Delaware limited liability company

By: Panther Residential Investments LLC, its Manager

Print Name: Christian Jensen

By: _____
Louis F. Karger, Manager

Print Name: Morgan A Blum

Date: August 5, 2024

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 6 day of August, 2024, by Louis Karger, as Manager of Panther Residential Investments LLC, the Manager of PRM Apopka/Kelly Park Owner LLC, a Delaware limited liability company, on behalf of the company. He ✓ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

JOY A. NARDONE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 5, 2028

_____
Notary Public

JOY A. NARDONE
Print Name

My Commission Expires: 5-5-2028

Signed, sealed, and delivered
in the presence of:

JEN FLORIDA 51 LLC,
a Florida limited liability company

_____ By: _____

Print Name: Richard A. Jerman Print Name: Dan Edwards

_____ Title: **Vice President**

Print Name: Trina Dziewior Date: 8-5-24

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or ___ online notarization, this 5TH day of August, 2024, by Dan Edwards, as Manager of JEN FLORIDA 51 LLC, a Florida limited liability company, on behalf of the company. He ✓ is personally known to me OR ___ has produced _____ as identification.

[AFFIX NOTARY SEAL]

TRINA D. DZIEWIOR
MY COMMISSION # HH 040734
EXPIRES: September 9, 2024
Bonded Thru Notary Public Underwriters

_____
Notary Public

Trina D Dziewior
Print Name

My Commission Expires: 9-9-2024

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 3.
Meeting Date: April 16, 2025
Department: Finance Department

SUBJECT:
Award contracts for ITB 2025-A-146: General Contracting Services to: DC General Contractor, Inc., All American Building Structures Contractors, Inc., William Construction & Development, Inc., SkyBuilders USA, LLC., APD Constructions, LLC., Associated Cost Engineeris of Delaware, Inc., Comp Environmental, Inc., William Medley Construction, Inc., Carr & Collins, Inc., Blalock Building Company, Inc.,

REQUEST:
Award contracts for ITB 2025-A-146: General Contracting Services to: DC General Contractor, Inc., All American Building Structures Contractors, Inc., William Construction & Development, Inc., SkyBuilders USA, LLC., APD Constructions, LLC., Associated Cost Engineers of Delaware, Inc., Comp Environmental, Inc., William Medley Construction, Inc., Carr & Collins, Inc., Blalock Building Company, Inc.

SUMMARY:
Staff advertised an Invitation to Bid to establish a qualified list of general contractors to provide general contracting services for a variety of construction projects throughout the City, on an as-needed basis.

The contract awards shall be for a multi-year term, with an initial contract period of five (5) years from the date the contract is fully executed, with two (2) additional two (2) year renewal options, by mutual written agreement. This contract is being awarded to general contractors who meet the required qualifications for projects in three (3) different lots.

- Lot #1 award is for projects up to $49,999,
- Lot #2 award is for projects between $50,000 and $199,000
- Lot #3 award is for projects $200,000 and over.

Additionally, projects in each lot will be awarded individually to the lowest Contractor via a Request for Secondary Quoting (**RSQ**) process. The purpose of awarding this solicitation in this manner is so the City has variety of qualified general contractors to cover all size projects.

The RSQ process ensures the City is getting the most competitive cost and best value for each project. The process will require staff to issue an RSQ to the awarded Contractor(s), by Lot, outlining the specifics for each project and scope of work. The RSQ will include any subsequent addenda to the scope of work, and include a scheduled timeframe vendor must comply with. Through the RSQ process, the contractors will be required to submit a total cost with breakdown of that cost, that is inclusive of any and all costs associated with the satisfactory completion of the scope of work issued. Each project will be awarded on a project-basis to the lowest qualified contractor.

All identified bid pricing items included in this solicitation will be at a fixed rate. These fixed rates will include labor-based pricing, a subcontractor markup percentage (%) and a material markup percentage (%). The submitted fixed rate shall remain the same for the initial five (5) year period and may be adjusted for each renewal period based on the consumer price index (CPI). The advertisement schedule and statistics were as follows:

Date Issued & Advertised:	March 16, 2025
Inquiry Deadline:	April 2, 2025
E-Bid Submittal Deadline:	April 8, 2025 @2:00 PM
Notified Users:	1,884
Project Views:	489
Vendors Following the Project:	46

Fourteen (14) contractors submitted bids. The following four (4) of the fourteen are still being reviewed for responsiveness: Allegiant Builders, LLC., Falcon Design and Construction, PCL Construction Services, Inc., and FSV Construction Company. If deemed responsive, these contractors will be brought before City Council at a later date. At this time, staff recommends contract awards to the following ten (10) responsive and responsible bidders:

Awarded Vendors	Awarded Lot(s)
• DC General Contractor, Inc., • All American Building Structures Contractors, Inc. • William Construction & Development, Inc. • SkyBuilders USA, LLC. • APD Constructions, LLC. • Associated Cost Engineers of Delaware, Inc. • Comp Environmental, Inc. • Medley Sports Construction • Carr & Collins, Inc. • Blalock Building Company, Inc.	Lot 1 - Projects up to $49,999
• All American Building Structures Contractors, Inc. • William Construction & Development, Inc. • SkyBuilders USA, LLC. • APD Constructions, LLC. • Associated Cost Engineers of Delaware, Inc. • Comp Environmental, Inc. • Medley Sports Construction • Carr & Collins, Inc. • Blalock Building Company, Inc.	Lot 2 - Projects between $50,000-$199,999 & Lot 3 - Projects $200,000 and over

The ten (10) contractor submittals have been reviewed to include their bid, history, and references. Each individually awarded project will be funded through fiscal year budgetary appropriations.

FUNDING SOURCE:

Within fiscal year budgetary appropriations.

RECOMMENDED MOTION:

Approve contract awards to: DC General Contractor, Inc., All American Building Structures Contractors, Inc., William Construction & Development, Inc., SkyBuilders USA, LLC., APD Constructions, LLC., Associated Cost Engineers of Delaware, Inc., Comp Environmental, Inc., William Medley Construction, Inc., Carr & Collins, Inc., Blalock Building Company, Inc.

ATTACHMENTS:

None

ALL PROPOSED CHANGES

City of Apopka Charter – Proposed Amendments

(Additions underlined; deletions ~~strikethrough~~)

ARTICLE I. - CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY, AND POWER

Section 1.01 – Corporate name, corporate existence, form of government, and Charter.

The municipality hereby established shall be known as the City of Apopka, Florida (the city). The City of Apopka in Orange County, Florida, which was created by general law, shall continue as a municipal corporation with a mayor-council form of government, transitioning to a Council-Manager form of government on _____, and with this document as the Charter for the city (the "Charter").

ARTICLE II. – CITY COMMISSION ~~COUNCIL~~

Section 2.01 - Composition of city commission ~~council~~.

A mayor and four city commissioners shall constitute the city commission ~~council~~ of the city (the city commission ~~council~~).

Section 2.02 – Election and terms.

(a) The regular election of the mayor and city commissioners shall be held in the manner now provided by laws and ordinances for holding municipal elections or as may be hereafter provided for by law or ordinance for a term of four years. All elections shall be for a four-year term of office, except as provided in section 2.02(c) of this Charter.

(b) The city commission ~~council~~ seats are hereby designated as seats one, two, three and four. The present members of the city commission ~~council~~ elected to serve on the city commission ~~council~~ shall serve as the first city commission ~~council~~ until expiration of their current terms.

(c) A mayor and two city commissioners ~~councilmembers~~ shall be elected to serve for four years from the date of the expiration of the term of office of the present mayor and two city commissioners ~~councilmembers~~ holding seats designated as one and two, and said election every four years thereafter shall be held as is now or may be hereafter provided by law or ordinance; thus maintaining a five-member city commission ~~council~~; two city commissioners ~~councilmembers~~ being elected at one time and a mayor and two city commissioners ~~councilmembers~~ at another time.

Commissioners ~~Councilmembers~~ holding seats designated herein as seats three and four, whose terms expire on December 31, 1993, will face election in 1993 for one three-year term. Thereafter, the mayor and city commissioners will face election for four-year terms.

When there is only one candidate qualified for an available seat, the name of the candidate shall not be printed on the election ballot, and such candidate shall be declared elected to the seat.

(d) A city commissioner who has held office for the preceding two (2) full consecutive terms and any portion of a third consecutive term is prohibited from appearing on the ballot for re-

election to any commission seat, excluding the position of Mayor, for four years from the date he/she left office. A former city commissioner impacted by these term limits may qualify and run for reelection as commissioner if, by the date of his/her possible reelection four years have elapsed. A term limited commissioner may run for position of Mayor without any period of ineligibility.

(e) A Mayor who has held office for the preceding two (2) full consecutive terms and any portion of a third consecutive term is prohibited from appearing on the ballot for re-election as Mayor, for four years from the date he/she left office. A former Mayor impacted by these term limits may qualify and run for reelection as Mayor if, by the date of his/her possible reelection four years have elapsed. A term limited Mayor may run for position of commissioner without any period of ineligibility.

(f) Section 2.03 – Compensation; expenses of commission ~~council~~.

The mayor and all members of the city commission ~~council~~ shall receive a salary as now provided by law and ordinance or as hereafter provided by the city commission ~~council~~ by law or ordinance. No change in the compensation ordinance for a city commissioner shall become effective until the duties of commencement of the terms of commissioners elected at the next regular election, provided that such election follows the adoption of such law or ordinance by at least six months. The mayor and each city commissioner shall be reimbursed from the city treasury to cover the expenditures naturally and necessarily incurred in the performance of their duties of office and said reimbursement procedure shall be established by ordinance and/or resolution.

~~The mayor shall receive the salary established for the mayor in the annual budget.~~

Section 2.04 – Mayor.

The mayor shall be the ~~chief executive officer~~ ceremonial head of the city ~~and shall be responsible to the electorate for the administration of all city affairs placed in his/her charge by or under this Charter~~. The mayor shall:

(a) ~~Appoint, and, when the mayor deems it necessary for the good of the city, suspend or terminate all city employees and appointive administrative officers provided for by or under this Charter. Department heads shall be appointed by the mayor and ratified by the city council. The mayor may authorize any administrative officer who is subject to the mayor's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.~~

(b) ~~Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this Charter or by law.~~

(c) ~~-~~Chair and be a voting member of the city commission ~~council~~. For all other purposes, the mayor shall have the same status as any other commissioner.

(d) ~~See that all laws, provisions of this Charter and acts of the city council subject to enforcement by the mayor or by officers subject to the direction and supervision of the mayor are faithfully executed.~~

(e) ~~Prepare, or have prepared, and submit the annual budget, budget message and capital~~

~~program to the city council as provided by law or ordinance.~~

(f<u>b</u>) The vice-mayor will be the senior commissioner and shall serve as chair of city <u>commission</u> ~~council~~ meetings in the absence of the mayor. In the event the senior commissioner declines the vice-mayor position, the city <u>commission</u> ~~council~~ will elect the vice-mayor from among the remaining members of the city <u>commission</u> ~~council~~.

Section 2.06 - <u>Commission</u> ~~Council~~-employee relationship.

No city commissioner shall in any manner dictate the appointment or removal of any city employee, nor shall a city commissioner give orders to any employee other than orders by action of the city <u>commission</u> ~~council~~ to the <u>city manager,</u> city clerk and/or city attorney. Nothing herein shall be construed to deny a city commissioner access to records or information maintained by city employees.

Section 2.07 - Vacancies; filling of vacancies.

(a) Vacancies. The offices of mayor and city commissioner shall become vacant in accordance with general law, or by absence from four consecutive regular city <u>commission</u> ~~council~~ meetings without being excused by the city <u>commission</u> ~~council~~ prior to the fourth consecutive absence.

(b) Filling of vacancies. If any vacancy occurs ~~on~~ <u>in the office of mayor or</u> ~~the~~ city <u>commission</u> ~~council~~, except for extraordinary vacancies, and the unexpired term is less than one year, the remaining members of the said city <u>commission</u> ~~council~~ shall appoint a person to fill such vacancy on or before the second regular meeting of the city <u>commission</u> ~~council~~ following the office becoming vacant. If the unexpired term exceeds one year, the remaining members shall call an election to be held within 60 days, or as soon thereafter to comply with state election laws, to fill such vacancy. The person so elected shall hold office for the unexpired term.

(c) Extraordinary vacancies. In the event that <u>the mayor or</u> a member of the city <u>commission</u> ~~council~~ is removed temporarily from office, the remaining members of the city <u>commission</u> ~~council~~ shall appoint an interim city <u>commissioner</u> ~~councilmember~~ to serve until the <u>commissioner</u> ~~councilmember~~ being replaced returns to office or until the next city general election, whichever first occurs.

Section 2.08 - City ~~council~~ <u>Commission</u> meetings.

(a) *Time and place.* The city <u>commission</u> ~~council~~ shall meet regularly at such times and places as the city <u>commission</u> ~~council~~ may prescribe by rule. Special meetings may be held at the call of the mayor, or, in the mayor's absence, at the call of the vice-mayor, or at the request of a majority of the city <u>commission</u> ~~council~~; and, whe<u>n</u>ever practicable, [the city <u>commission</u> ~~council~~] shall provide for not less than 12 hours' notice to the public.

(b) *Quorum.* A majority of the city <u>commission</u> ~~council~~ shall constitute a quorum. No action of the city <u>commission</u> ~~council~~ shall be valid unless adopted by the affirmative vote of ~~a majority~~ <u>three or more members</u> of the city <u>commission</u> ~~council present and voting~~.

(c) *Rules.* The city <u>commission</u> ~~council~~ shall determine its own rules and order of business.

ARTICLE III. - CLERK AND CITY ATTORNEY AND CITY <u>MANAGER</u> ~~ADMINISTRATOR~~

Section 3.01. - Appointment and duties of clerk and city attorney.

The city clerk and city attorney shall be appointed by majority vote of the ~~mayor and ratified by the~~ city commission ~~council~~. The city clerk and city attorney shall serve at the pleasure of ~~the mayor and~~ the city commission ~~council~~.

Section 3.02. - Appointment and duties of city manager ~~administrator~~.

The city manager ~~administrator~~ shall be appointed ~~by the mayor~~ and removed by a majority vote of the city commission and shall be the chief executive officer of the city. The city manager shall be responsible for coordinating and integrating the administrative and executive functions of the city as directed by ~~the mayor~~ and consistent with the policies ~~policy~~ approved by the city commission ~~council~~.

Section 3.03 – Employment Contracts

All city employees shall be considered "at will" employees subject only to any applicable collective bargaining agreement or an employment contract approved by a majority vote of the City Commission at a regularly scheduled meeting. All extensions, modifications, amendments or recissions an employment contract must also be approved by a majority vote of the City Commission at a regularly scheduled meeting.

ARTICLE IV. - ELECTIONS

Section 4.03. - Qualifying.

Candidates for the offices of mayor and city commissioner shall qualify by filing a written notice of candidacy with the city clerk at such time and in such manner as may be prescribed by ordinance. Each member of the city commission ~~council~~, which includes the mayor, shall be a resident of the City of Apopka, Florida, for a period of one year next preceding his or her election to office and shall be a registered voter pursuant to Florida law. The city clerk performs a ministerial function in reviewing qualifying papers. The city clerk does not determine whether the contents of the qualifying papers are accurate.

Section 4.04. - Schedule and notice of elections.

Elections within the city shall be held on the first Tuesday in ~~December~~ March in those years when required for the election of a city official, or as amended by ordinance or law at least six months prior to the city general election.

Section 4.05. - Recall.

Any member of the city commission ~~council~~ may be removed from office by the electors of the city following the procedures for recall established by general law and ordinances of the city.

ARTICLE V. – GENERAL PROVISIONS

Section 5.05 – Initiative, generally.

(a) Any proposed ordinance may be submitted to the city ~~council~~ commission by a petition signed by 25 percent of the total number of votes cast at the last preceding general election of the city. Procedure and format for petitions will be as established by general law or ordinances of the city.

(b) Prior to submission to the city ~~council~~ commission, any such proposed ordinance will be reviewed by the city attorney as to form and compliance with state law and the constitution.

(c) Within 60 days of submission of the petition to the city ~~council~~ commission, or as soon thereafter to comply with state law, the city ~~council~~ commission may adopt the ordinance or shall call a special election to be held within 60 days, or as soon thereafter to comply with state law, at which the adoption or rejection of such ordinance shall be submitted to the qualified voters of the city.

(d) If a majority of the qualified voters voting on the proposed ordinance shall vote in favor thereof, the ordinance shall thereupon become a valid ordinance in the city.

(e) Any number of proposed ordinances may be voted upon at the same election according to the provisions of this section.

ORDINANCE NO. 3072

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, SUBMITTING TO THE ELECTORS OF APOPKA PROPOSED AMENDMENTS TO THE CITY CHARTER OF THE CITY OF APOPKA; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the members of the City of Apopka City Council have, in public meetings, studied and reviewed the City of Apopka Charter (the "Charter") and received public input regarding proposed amendments to the Charter; and

WHEREAS, the City Council has determined that the Charter should be updated and revised in various sections; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or to all of its Charter except that part describing the boundaries of such municipality; and

WHEREAS, the City Council held a series of public meetings over several months, beginning on January 9, 2024 and ending on March 19, 2025; and

WHEREAS, the City Council has reviewed the entire Charter over that period and considered several changes which, if adopted by the electorate, would serve to clarify and modernize the language of the Charter in a manner consistent with state law and current practice; and

WHEREAS, the City Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters at the municipal election on _____, 2025.

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

Section 1. The City Council of the City of Apopka, pursuant to Section 166.031, Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Apopka to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, is set forth in Section 3 below. Additions are shown with underlining, deletions are shown with ~~strikethrough~~ type, and asterisks (*******) indicate an omission from the existing text which is intended to remain unchanged.

Section 2. Such election shall be held in conformity with the laws of the State of Florida

and the Charter and ordinances of the City of Apopka now in force relating to elections in the City of Apopka. The Supervisor of Elections of Orange County is hereby requested to coordinate all matters to said referendum election with the City Clerk. The proposed Charter amendments shall be submitted to the voters at the _____, 2025 election.

Section 3. The proposed amendments, the ballot title, and the wording of the substance of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions affixed to this Ordinance as Composite Exhibit 1.

Section 4. The City Clerk is hereby directed to ensure that all advertising, translation, and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election called for in Section 2 of this Ordinance with the Supervisor of Elections for Orange County.

Section 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto. Further, the lack of approval by a majority of electors of one or more separate amendments to this Charter, as set forth in Section 3 herein, shall not be deemed to affect the validity of any amendments that may be approved by a majority of the electors.

Section 6. All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

Section 7. This Ordinance shall take effect immediately and pursuant to the City's Charter. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the City of Apopka in accordance with Section 166.031, Florida Statutes. If the electors reject an amendment, the rejected amendment shall not take effect.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2025.

_____
Bryan Nelson, Mayor

_____
Susan M. Bone, City Clerk

COMPOSITE EXHIBIT 1

Explanation, Ballot Title, Question, Summary, and Text References

Question 1 – Changing from Mayor Council to Council-Manager Form of Government

A. Explanation.

This Charter amendment would change the form of government from the current "Mayor Council" to the "Council-Manager" form of government and would become effective one hundred twenty (120) days after passage to allow for the hiring of a manager and transition to this form of government.

B. Ballot Proposal: The ballot title, question and summary for Question #1 are as follows:

CHANGING FROM MAYOR COUNCIL TO COUNCIL-MANAGER FORM OF GOVERNMENT ALLOWING 120 DAYS FOR TRANSITION.

Amending the Charter to change from the "Mayor Council" form of government to the "Council-Manager" form of government and providing for a 120-day transition period.

_____ Yes

_____ No

C. Text References: Article I, Section 1.01, Article II, Sections 2.03, 2.04, and 2.06, Article III, Sections 3.01, and 3.02, of the City of Apopka Charter to be amended as set forth in those sections in the "All Proposed Changes" document attached below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

Question 2 – Changing Name of Governing Body from Council to Commission

A. Explanation.

This Charter amendment changes the name of the City's governing body from "City Council" to "City Commission" and the official designation of "Council Member" to "Commissioner."

B. Ballot Proposal: The ballot title, question and summary for Question #2 are as follows:

AMENDING THE NAME OF THE GOVERNING BODY FROM CITY COUNCIL TO CITY COMMISSION.

Amending the name of the City's governing body from "City Council" to "City Commission" and the official designation of "Council Member" to "Commissioner."

_____ Yes

_____ No

C. Text References: Article II, Sections 2.01, 2.02, 2.03, 2.04, 2.06, 2.07, 2.08, Article III, Sections 3.01, 3.02, Article IV, Sections 4.03, 4.04, 4.05, and Article V, Section 5.05 of the City of Apopka Charter to be amended as set forth in that section in the "All Proposed Changes" document attached below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

Question 3 – Authority of City Clerk in Election Qualifying

A. Explanation.

This Charter amendment would clarify the authority of the City Clerk in reviewing qualifying papers filed by candidates is ministerial.

B. Ballot Proposal: The ballot title, question and summary for Question #3 are as follows:

CLARIFYING THAT THE CITY CLERK PERFORMS A MINISTERIAL FUNCTION IN REVIEWING CANDIDATE QUALIFYING PAPERS.

Clarifying that the city clerk performs a ministerial function in reviewing candidate qualifying papers and does not determine whether the contents of the qualifying papers are accurate.

_____ Yes

_____ No

C. Text References: Article IV, Section 4.03 of the City of Apopka Charter to be amended as set forth in that section in the "All Proposed Changes" document attached below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

Question 4 – Scheduled City Elections

A. Explanation.

This Charter amendment would change the date for City elections from the first Tuesday in December to the first Tuesday in March.

B. Ballot Proposal: The ballot title and question for Question #4 are as follows:

CHANGING THE DATE FOR REGULAR CITY ELECTIONS TO THE FIRST TUESDAY IN MARCH.

Amending the Charter by changing the date for regular City elections from the first Tuesday in December to the first Tuesday of March in those years when an election is required.

_____ Yes

_____ No

C. Text References: Article IV, Section 4.04 of the City of Apopka Charter to be amended as set forth in that section in the "All Proposed Changes" document attached below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

Question 5 – Term Limits

A. Explanation.

This Charter amendment would establish term limits for all city commissioners and for the Mayor of no more than three consecutive terms and prohibiting a term limited official from holding the same elected office, commissioner or Mayor, in the city again for a minimum of four years from the date they last served.

B. Ballot Proposal: The ballot title and question for Question #5 are as follows:

CREATING TERM LIMITS FOR ELECTED OFFICIALS AND ESTABLISHING MINIMUM PERIOD OF INELIGIBILITY AFTER TERM LIMITS.

Amending the Charter by creating term limits of three consecutive terms for city commissioners and three consecutive terms for Mayors and establishing a four-year period of ineligibility for the same office for individuals after being term limited.

_____ Yes

_____ No

C. Text References: Article II, Section 2.02 of the City of Apopka Charter to be amended as set forth in that section in the "All Proposed Changes" document attached below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

Question 6 – Employment Contracts

A. Explanation.

This Charter amendment establishes that all city employees are "at will" employees subject only to any applicable collective bargaining agreement or an employment contract approved by a majority vote of the city commission at a regularly scheduled meeting.

B. Ballot Proposal: The ballot title and question for Question #6 are as follows:

ESTABLISHING "AT WILL" STATUS OF EMPLOYEES; LIMITING EMPLOYMENT CONTRACTS TO THOSE APPROVED BY COMMISSION.

Amending the Charter by establishing that all city employees shall be considered "at will" employees subject only to any applicable collective bargaining agreement or an employment contract, contract extension, modification, amendment or recission approved by a majority vote of the city commission at a regularly scheduled meeting.

_____ Yes

_____ No

C. Text References: Article III, Section 3.03 of the City of Apopka Charter to be amended as set forth in that section in the "All Proposed Changes" document attached below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

Question 7 – Clerk and City Attorney

A. Explanation.

This Charter amendment establishes that the city clerk and the city attorney shall be appointed by and serve at the pleasure of the city commission.

B. Ballot Proposal: The ballot title and question for Question #7 are as follows:

ESTABLISHING THAT THE CITY CLERK AND CITY ATTORNEY ARE APPOINTED BY THE CITY COMMISSION.

Amending the Charter by establishing that the city clerk and city attorney are appointed by and serve at the pleasure of the city commission.

_____ Yes

_____ No

C. Text References: Article III, Section 3.01 of the City of Apopka Charter to be amended as set forth in that section in the "All Proposed Changes" document attached below. (Underline text is added to the Charter; ~~strikethrough~~ text is deleted; unmarked text is existing).

CITY OF APOPKA MINUTES

Minutes of the City Council Charter Amendments Workshop held on March 19, 2025 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

Cliff presented a PowerPoint. There are three major parts. One is the draft ordinance as it currently sits backed up by the actual called the "all changes document", that has all the various changes in terms of how they would look in totality. The ordinance just has a question, a summary of brief summary of 75 words or less, and then a yes or no. It doesn't give you the whole context of the amendment, but the all changes document will show you with red lines, strikethroughs, etc., exactly what the amendment would read. As it currently sits, there's six questions that the Council came up with. One of them which has been discussed multiple times but hasn't been refined is the election language which currently says December, which no one doesn't elections in December. The Council was given choices such as March or November, so direction on this is needed because this would be the completion of finishing the ordinance and bringing it up for first reading.

He said that he received an email from the Vice Mayor, Commissioner Velazquez with other changes, some of which have been discussed before, some of which have not. If there is any interest in pursuing those further to the point of drafting amendments and changing the ordinance then he would need to know that so he can come up with additional questions, change the ordinance, and or add them. If none make if past today, then this is your ordinance and he will need to know what to do with the election.

CHARTER DISCUSSION

1. Scheduled City Elections

   Attorney Shepard said he doesn't have any further feedback on the date for the election and whether or not that should be in November or in March, which is when the City currently conducts the elections, but its being done by virtue of an ordinance that overrides the City's charter because of the way it's structured. This would get the ordinance back into the charter as to when the City has elections and the charter would accurately reflect when the elections are held.

Mayor Nelson asked if there's any thoughts on election dates.

Commissioner Velazquez said the November that they were considering is the off year, it's not the Presidential Year. The City would be the only municipality on the November election and Orlando is the only other one. Even with a November election it still has a very low turnout on the odd year that was not a Presidential. **Attorney Shepard** responded that is very possible. It's written now as November because that was what he's heard most recently, but after Council heard from the staff from Supervisor of Elections Office and further discussions, maybe March is what the Council wants. There will not be a vote on this but if you want to leave this alone then we keep it as November. He said he just needs direction. **Commissioner Velazquez** said that she was in agreeance that the charter be corrected to read March because she didn't realize that the City was voting in March elections through an ordinance but the City charter was still showing December. She said she still stands by that the elections should remain in March due to being with all the neighboring Cities. She recommended having public input. **Attorney Shepard** said that there will be public comment at the first reading and the second reading. At the first reading if there needs to be changes you can put in changes at the first reading and there will be public input as well.

Commissioner Smith said regarding the November election date, the reasoning was that if we move to November then the City would have a greater voter turnout because that was with the assumption that it would be during the Presidential election so it would be on the same ballot. However, its not going to be during the Presidential election so that's not a valid reasoning any longer. He is comfortable with the March election date now.

Commissioner Nesta said having it in November everyone knows you're voting in November for something versus is March where you're questioning if you're voting local in March? He said that there's not really any hard data that shows more voter turnout on either date.

Commissioner Anderson said she thinks that the date should stay as March. She thinks a lot of residents have become used to voting in March. She's in agreeance with keeping the date as March.

Mayor Nelson said he would agree to keep the date in March.

Attorney Shepard said that will be on the first reading.

Commissioner Nesta asked if the voters say no we don't want it in March, what happens? **Attorney Shepard** said what happens is what's happening now. This is a change to the charter, it doesn't change the existing ordinance. If the charter changes where it conflicts with the ordinance it would be a different story, but right now the charter allows for what's happened which is you had an unworkable date in December and an ordinance was adopted that has to be renewed to have the elections in March. The goal here it to have the charter specify when elections will be, not have to find an ordinance that says when the elections are held. **Commissioner Nesta** clarified that by changing the charter wording to say elections are in March is just stating what the ordinance already states. **Attorney Shepard** said if it fails then everything stays the way it is now.

Attorney Shepard said tonight's workshop is to figure out what you want to look at in the first reading and if there's any changes to what you want to look at so that he can make sure it's reflected in the ordinance.

2. Mayor Council to Council- Manager Form of Government

   Attorney Shepard said we've had lot of discussion on this matter. Right now, unless he gets direction otherwise this will come to Council as part of the first reading.

   Nothing heard, no comment otherwise from Council.

3. Changing Name of Governing Body from Council to Commission

   Attorney Shepard said it's not significant. The charter currently refers to the board as both Commissioners and Council members and we are trying to get it consistent. The preference expressed to him was Commission versus Council. If this passes the board will be called the Apopka City Commission instead of the Apopka City Council and it will be consistent throughout the charter. If it doesn't pass, the charter stays the way it is now.

   No comments heard on this item.

4. Authority of City Clerk in Election Qualifying

   Attorney Shepard said this just codifies in a way to make it very clear that the City Clerk doesn't have authority beyond qualifying someone. If they check the boxes literally by saying "Here's my proof of residency", the Office of the City Clerk, doesn't have any investigative power. They do not have the ability to send out Law Enforcement to run background checks etc. They accept what's filed and if there is a question that is something that is taken up by the opposing candidates or citizens whom are concerned. The City Clerk doesn't have the authority because it's not permitted.

Commissioner Nesta said its not permitted under what? **Attorney Shepard** responded, the City Clerk has limited authority and they don't have the authority under the City charter to conduct investigations to do anything other than acceptance.
Commissioner Nesta asked if we could change the charter to allow the City Clerk to have the authority?
Attorney Shepard said yes with ramifications and costs etc. His advice was that it wouldn't be wise to do so. The City Clerk should not be stuck in that position.

5. Term Limits

Attorney Shepard said this creates term limits for elected officials. The term limit that was discussed previously would be a minimum of four years from the date that they last served. This is the way it's currently drafted.

Commissioner Smith questioned the ineligibility after service. After they have served their term limit then they will not be eligible to run for any other elected office in the City for four years. **Attorney Shepard** said it's three consecutive terms.
Commissioner Smith said his concern is that if there was a Commissioner that served their three, four-year terms, and then decided that they wanted to then run for Mayor, according to this they would have to wait another four years before they can do that?
Attorney Shepard said the way that it is defined that's yes. That's what was discussed the time that this topic came up and the Council agreed on three terms consecutively.

Commissioner Velazquez asked when the term limits were discussed? **Attorney Shepard** said at one of the charter amendment sessions they had in the past.

Commissioner Velazquez said in her email "A City Commissioner has three full consecutive terms shall not be precluded from filing to run for the City Mayor position".

Attorney Shepard said we will get to your email next as her email was new. Any part of the third term begins service so you can avoid people rigging the system would count as the third term. Rigging the system as in an example would be someone getting to their last week of their term in office and decided to resign so they wouldn't have served consecutive terms so they could run again. Any portion of the third term consecutively counts and then from that point on, you're disqualified for four years and that's the intention of the amendment. In regards to Commissioner Velazquez's email there are some additional things that the Council hasn't discussed. The first one was requested that any changes or additions or recommended changes. She requested to include should the City Clerk become aware of any inaccuracy the City Clerk should notify the Commission at the next Commission meeting. This would be a change that doesn't change the City Clerk's ministerial role, it just means that if he/ she has any information regarding the election or candidates she can't verify the truth of it, but to give the Commission notice to see what they can do.

It's important to recognize that the Commission doesn't have the authority to do anything either. With the word inaccuracy in this, that means she would have to determine whether the information provided through some source is more accurate than the information she was provided by the candidate which puts them in a position of having to make decisions that generally are not the role of the City Clerk. He said this was the discussion and that is why he wanted the Commission the opportunity to discuss this.

Mayor Nelson said he felt that this is opening up the City Clerk to things that she doesn't need to be involved in.

Commissioner Anderson spoke about this instance personally happening to her and false information was circulating when she was running for Commissioner. She felt that putting any Clerk in the position to verify accuracy opens the City up for a lawsuit. She felt that people running for office can weaponize by putting out false documents.

Attorney Shepard said information about a candidate or their eligibility seems to come out at every election for whatever reason. Without judging it, its not abnormal for someone to question someone's qualifications to hold office, it happens a lot.

Commissioner Nesta recommended that the City Clerk not form an opinion whether its accurate or not, but just to notify the Commissioner if he/ she has come across information and present it to the Commission as an inconsistency of what was provided to the Clerk's Office. He was in favor of the Clerk notifying the Commission of inconsistencies that get presented.

Commissioner Smith said his concern is how the City Clerk would determine whether the information was inaccurate or not. That means the Clerk would have to do some investigating to determine whether what someone supplied the Clerk's Office was inaccurate or not. When there's a discretion about a candidate or not, typically the whole Commission receives the information one way or another. He was not in favor of putting the Clerk in this position of determining inconsistency or inaccuracy of information.

Attorney Shepard recommended that if the Clerk gets and email that she doesn't pass judgement, she simply forwards the information directly to the Commission advising them exactly what was presented to her. That way she's not directly involved. Commissioner Nesta agreed with this and would like to move forward with just the forwarding of the exact information. Attorney Shepard said that could be made into a policy.

Attorney Shepard continued on reviewing through the emailed items from Commissioner Velazquez which next was March election which was covered. Section 3.01, City Clerk and City Attorney shall be appointed and removed by majority vote of the City Commission". With the request to add the ballot choice between two forms of government. The authority of City Manager form of government versus current Strong Mayor form of government. It would be wise to conduct a workshop to provide education on the different forms of government. He said he thinks there should be a discussion about the appointment and removal of City Clerk and City Attorney by the majority of the City Commission. Commissioner Velazquez wanted to discuss this. Currently, the Mayor appoints and then it has to be ratified by a majority of the Commission and by unanimous legal opinion which there were several. To fire, it can be a majority of the Commission as long as the majority of the Commission includes the Mayor. If it the majority of the Commission without the Mayor, based on the way the current charter reads, then that will not work. This would change all of it.

Commissioner Velazquez spoke about the previous situation regarding the prior City Attorney not being terminated and the issues during that time.

Attorney Shepard continued to say the Mayor alone could not fire the City Attorney then or now. It would also require him to have at least two additional votes to fire the City Attorney. He cannot unilaterally fire the City Attorney anymore than he can unilaterally hire them, but he does have to be one of the votes to fire them. That is how the current City charter reads.

Commissioner Nesta said the City Clerk should be independent similar to the City Attorney. There should be no loyalties one way or the other. It should be completely independent and gives us advice and counsel.

Discussion ensued between the Commission and Attorney Shepard. Attorney Shepard suggested drafting the language to show what it would look like, the question, the summary, the actual amendment language and it would be "if" the Commission decided to add this in it would be question number seven. He emphasized "if" because if the Council form of government were to pass, this would be automatic because that's what Council Manager form of government is. There is no more Mayoral appointment because the Mayor is simply a Commission that runs meetings.

Attorney Shepard continued the review of Commissioner Velazquez's email. Next was the request for a workshop or public input regarding the Council Manager form of government versus Strong Mayor form of government and educating the public. He said when this discussion occurred during the charter review he didn't recall a lot of public input. The number one issue you run into with Council Manager form of government is interference with administration. Instead of it being interference with the Mayor and his administration or her administration, its interference with administration of the City

Manager who has a lot more power in those forms of government than in Strong Mayor form of government. Currently with the Strong Mayor form of government, the City Administrator is the stop gap between the top of the executive chain, the Mayor and staff, and it's basically there to try to carry out where he or she can without conflicting with his / her ethical and legal obligations the policies of the Mayor. Whether its for the public works department, police department, or any other department. In a City Manager form of government, the City Manager is making all of these policies, enforcing all of those policies, and if you don't like those policies the only person you get to talk to is the City Manager. That's the difference between those two. The arguments for the Council Manager form of government are that you have a paid person with a long reputation or good reputation for dealing with personnel issues and employment issues and policy making etc. In this form of government, you may find out that the public works director has been fired and you don't like it, but that's too bad, because the City Manager has made that decision and they have the authority. Your only authority then is to fire the City Manager. In a Strong Mayor form of government, the people have some accountability to the Mayor if they don't like what he or she is doing. Additionally, a Strong Mayor gets paid more than the other Commissioners because he is doing more work, showing up on a daily basis etc., because it's a full-time job.

Commissioner Anderson asked when these amendments are made when will they take effect? **Attorney Shepard** said it would happen immediately upon the passage of the change in form of government subject to whatever period of a time to make the appointment of the City Manager and make the transition. We would probably provide a transition period. A transitional period would be required and training period and salary of the Mayor would be voted on.

6. Employment Contracts

Attorney Shepard continued to employment contracts. The City Attorney and City Manager shall be the only employment contract agreements, which he thought was truth up until today since the Police Deputy Chief contract is being presented tonight at City Council meeting. He asked the Commission if they wanted only the City Attorney and City Manager to have contracts.

Commission Velazquez said no because at the time the charter was written there were only two, now there are more than two employees.

Commissioner Smith said he wasn't in agreement with that because other employees need contracts so the City can find good quality employees and secure job security.

Mayor Nelson provided clarification that the issue isn't the contracts being presented when the employee is hired, but employee contracts being executed after the employee is in the position and not agreed on by the Commission.

Attorney Shepard suggested that there be a provision that says no employment contracts can be entered into without approval of the City Commission.

Continuance of term limits:

Attorney Shepard continued. Lastly was the Mayor being elected for four-year term, subject to three full consecutive terms. The way it's drafted whether you're the Mayor or the Commissioner, you can't serve again. This is a good time to tell me the serving terms. He asked if they wanted to see the language as discussed and decide at the first reading. All Commission agreed.

Commissioner Nesta asked regarding the employment contracts, could it be added in that not only does the Commission approve the contracts coming in, but any type of extensions, or any edits, recension of those have to be approved by the Commission. Attorney Shepard responded that yes, he would make sure that is covered.

Discussion ensued regarding scheduling another workshop and keeping within the timeline the SOE set for the City. The first April meeting has to have the first reading of these items. That would be for a November election. Attorney Shepard reminded the Commission that ultimately the people decide, but the Commission decides what is placed on the ballot.

PUBLIC COMMENT

Leroy Bell spoke about term limits and suggest only two terms be allowed and you have to be removed permanently. He spoke about City Clerk duties being changed and she should be able to have more authority. He requested the charter state that the citizens can have a forensic audit.

Dr. O spoke about the microphones and how the volume was low so the audience including herself could not hear conversations. She said only one question should be asked on the ballot and that was "Do you want a City Manager form of government?". If they answer yes or no then that obviously says they are for or against the other form. This will make sure they do not get confused and cancel out their answer on the ballot if they do not answer correctly.

Tim Ford requested the Commission slow down and make sure that they have a detailed workshop to be able to discuss the items going on the ballot for the citizens to vote on. He feels like the issues of discussion are being rushed. He recommended that there be districts due to the City growing and approvals of annexations.

Sylvester Hall spoke about a consultant being hired by the City to determine whether the Mayor was getting paid accordingly. The consultant was paid approximately $30,000 dollars and the consultant completed the study and determined that all the other positions in the City of Apopka was in excellent condition but he felt that wasn't the truth. He doesn't believe this was truthful due to the meetings he's attended and seeing the budget etc. Mr. Hall said most of the departments are under staffed and they can't be proactive. He requested that the Commission be more involved and get educated with everything going on in the City before they just agree to development and actions that are presented to the Council. He suggested that if the Mayor gets paid $150,000 dollars a year that the Commissioners should get paid $75,000 dollars a year. He wanted that put on the ballot and allow the residents to vote on it. He requested that the steps to recall a Commissioner be put into the charter in the event that a Commissioner is not doing the job they were hired to do. He spoke again about public comment and said it should be available for the public to speak on any item.

Rod Olsen requested the City take a look at all the surrounding Cities that are growing at the rate the City of Apopka is and see what is working best for those Cities and what isn't working for them and take a good look at that to see what will help our City. He spoke about term limits and believes that two term limits are enough. He spoke about public comment and suggested it be placed at the beginning of the meetings again.

ADJOURNMENT

The meeting adjourned at 7:19 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: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 2.
Meeting Date: April 16, 2025
Department: Finance Department

SUBJECT:
Resolution No.2025-16 Adoption of Final Special Assessment Emerson Park Subdivision
Resolution No. 2025-17 Adoption of the Funding Agreement, Construction Easement, and Dedication Agreement.

REQUEST:
Council Adoption of Final Special Assessment Resolution No.2025-16; Adoption of Resolution No. 2025-17 Approving the Funding Agreement, Construction Easement, and Dedication Agreement.

SUMMARY:
Resolution Number 2025-16 Final Assessment Resolution for Capital Improvements for Roads and Sidewalk located in the Emerson Park Neighborhood provides for funding of such improvements through the imposition and collection of a Non-Ad Valorem Special Assessment, based on the estimated cost of the improvements. In addition, the resolution confirms the method of the assessment and benefits of the improvements, directs preparation of the preliminary assessment roll, establishes a public hearing to consider the imposition of the assessments, directs the provision of the notice and certain other matters in connection with imposing the assessment, and provides an effective date.

Resolution Number 2025-17 Approving the Funding Agreement, Construction Easement, and Dedication Agreement for Capital Improvements for Roads and Sidewalk located in the Emerson Park Neighborhood between the City and The Emerson Park Homeowners Association, Incorporated, providing for the joint funding of such improvements, a Temporary Construction Easement, and Dedication of the right of way to the City.

Mr. Christopher B. Roe, with Bryant Miller Olive P.A. will be in attendance to present the resolutions for approval. At the conclusion of the April 16th public hearing, City Council will consider adoption of the Final Assessment Resolution which imposes the assessments and directs staff to facilitate collection of annual installments commencing with the property tax bill mailed in November 2025. Resolution 2025-17 approves a Funding Agreement between the City and the Emerson Park HOA which provides for a cash contribution from the HOA toward the cost of the improvements in the amount of approximately $211,000. The Resolution also provides for an easement from the HOA to the City for construction of the improvements, and for dedication of the right-of-way from the HOA to the City upon completion of the improvements.

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Adoption of Final Special Assessment Resolution No.2025-16; Adoption of Resolution No. 2025-17 Approving the Funding Agreement, Construction Easement, and Dedication Agreement.

ATTACHMENTS:
1. Final Assessment Resolution (Agenda Version) (02834650)

2. Resolution Approving Funding Agreement and Easement-Dedication Agreement (Agenda Version) (02834616)

RESOLUTION NO. 2025-16

A RESOLUTION OF THE CITY OF APOPKA, FLORIDA, RELATING TO CAPITAL IMPROVEMENTS FOR ROADS AND SIDEWALKS LOCATED IN THE EMERSON PARK NEIGHBORHOOD; ESTABLISHING THE EMERSON PARK ASSESSMENT AREA; DETERMINING THAT CERTAIN REAL PROPERTY THEREIN WILL BE SPECIALLY BENEFITED BY THE IMPROVEMENTS; CONFIRMING THE METHOD OF ASSESSING THE COSTS OF THE IMPROVEMENTS AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; APPROVING THE ASSESSMENT ROLL; IMPOSING ASSESSMENTS UPON ALL TAX PARCELS DESCRIBED IN THE ASSESSMENT ROLL; PROVIDING THE METHOD OF COLLECTION; RATIFYING AND CONFIRMING RESOLUTION NO. 2025-13; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Resolution of the City of Apopka, Florida (the "City") is adopted pursuant to City Resolution No. 2025-13 (the "Initial Assessment Resolution"), Sections 166.021 and 166.041, Florida Statutes, the Uniform Assessment Collection Act, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Final Assessment Resolution for the Emerson Park Assessment Area. All capitalized terms not otherwise defined in this Resolution shall have the meanings assigned in the Initial Assessment Resolution.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The findings provided in Section 1.04 of the Initial Assessment Resolution are hereby ratified, confirmed, and incorporated as if set forth fully herein.

(B) On March 19, 2025, the City Council adopted the Initial Assessment Resolution which proposed the Emerson Park Improvements and the funding thereof through Assessments, described the proposed Emerson Park Assessment Area and the real property therein to be subject to the Assessments, established a public hearing to consider imposition of the Assessments, directed mailed and published notice of such hearing and preparation of the preliminary Assessment Roll.

(C) Pursuant to Section 2.03 of the Initial Assessment Resolution, the City Council is required to confirm, modify or repeal the Initial Assessment Resolution after hearing concerns and receiving comments or objections of interested parties.

(D) The Assessment Roll has heretofore been filed at the offices of the City Clerk and made available for public inspection.

(E) As required by the Initial Assessment Resolution, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property owner of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively.

(F) The public hearing was duly held on April 16, 2025 and comments and objections of all interested persons have been heard and considered as required by law.

(G) The Assessments imposed pursuant to this Resolution will be imposed by the City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(H) The benefits derived from the Emerson Park Improvements equal or exceed the amount of the Assessments levied and imposed hereunder. Each Assessed Parcel included on the Assessment Roll is hereby determined to specially benefit from the Improvements in an amount equal to or in excess of the amount of the Assessment included for such parcel in the Assessment Roll. The Assessment for any Tax Parcel included on the Assessment Roll does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel included on such roll.

(I) The City Council hereby finds and determines that the Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Emerson Park Improvements by fairly and reasonably allocating the costs and benefits thereof among specially benefited property.

SECTION 4. ESTABLISHMENT OF ASSESSMENT AREA. The Emerson Park Assessment Area as described and proposed by the Initial Assessment Resolution is hereby established for purposes of funding the Improvements.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The Assessment Roll, a copy of which is on file in the offices of the City Clerk and incorporated herein by reference, is hereby approved. The Assessment Roll shall be retained by the City Clerk and shall be available for public inspection.

SECTION 6. ASSESSMENTS.

(A) The estimated Project Cost of the Improvements, in the amount of $3,064,425, is hereby approved. Of such amount, the Assessed Cost in the estimated amount of $2,853,464 will

be paid by proceeds of the Assessments. The balance of the Project Cost will be paid by cash contributions from the HOA.

(B) The apportionment methodology described in the Initial Assessment Resolution is hereby ratified and confirmed as the method utilized by the City for allocating the costs and benefits of the Emerson Park Improvements among specially benefitted property.

(C) In accordance with such methodology:

(1) The principal amount of the Assessment imposed against each Assessed Parcel is $5,707 per Dwelling Unit.

(2) The maximum annual installment of the Assessment for each Assessed Parcel is $591 per Dwelling Unit based upon an assumed interest rate of 5.00% per annum, a payment term of fifteen (15) years, and a share of Collection Costs.

(D) A non-ad valorem special assessment computed in the manner described in the Initial Assessment Resolution and approved herein is hereby levied and imposed on all Tax Parcels described in the Assessment Roll to fund the Improvements.

(E) The Assessments shall constitute a lien against Assessed Parcels equal in rank and dignity with the liens of all state, county, City or municipal taxes, and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 7. COLLECTION OF ASSESSMENTS.

(A) The Assessments shall be collected in annual installments as non-ad valorem assessments pursuant to the Uniform Assessment Collection Act for a period not to exceed fifteen (15) years, commencing with the property tax bill mailed in November 2025.

(B) Upon adoption of this Final Assessment Resolution and the Annual Assessment Resolution for each Fiscal Year, the City Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act.

SECTION 8. FINAL DETERMINATION OF ASSESSMENT AMOUNTS.

(A) The Assessment amounts and rates approved hereunder are based upon conservative construction and financing cost estimates. The actual cost of the Improvements, including one or more of the several cost components comprising the Project Cost, may vary from such estimates. In the event that the actual cost of the Improvements or any component thereof is less than the cost estimates used to derive the Assessment amounts and rates

approved hereunder, either as a result of construction or financing cost savings or any other factor, then such cost savings shall be used for:

(1) Reducing the amount, if any, the City would have otherwise contributed toward the Improvements from its legally available funds other than proceeds of the Assessments; or

(2) Reimbursing the City for any prior expenditures made in furtherance of the Improvements; or

(3) Repaying Debt Obligations issued to finance the Assessed Cost or otherwise retiring the Assessed Cost; or

(4) Paying costs and expenses properly attributable to the Improvements.

(B) Upon completion of the Improvements, the City shall adopt a supplemental resolution which shall finalize the amount of the Assessment imposed against each Tax Parcel based on the actual Project Cost as finally determined. Such supplemental resolution may be an Annual Assessment Resolution adopted pursuant to Section 4.02 of the Initial Assessment Resolution. To the extent the final costs are less than the cost estimates used to derive the Assessment amounts and rates approved hereunder, then such resolution shall credit to each Assessed Parcel the difference between the Assessment as approved by this Final Assessment Resolution and the Assessment as finally determined upon completion of the Project. Any such credit shall be applied toward either (i) reducing the annual installments of the Assessment over the remaining term of the Assessment, or (ii) reducing the final annual installment(s) of the Assessment.

SECTION 9. EFFECT OF FINAL ASSESSMENT RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the special benefits conveyed by the Improvements, the method by which the Assessments are computed, the Assessment Roll, the levy and lien of the Assessments and the terms for prepayment of the Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of City Council's adoption of this Final Assessment Resolution.

SECTION 10. RATIFICATION AND CONFIRMATION OF PRIOR ACTIONS AND INITIAL ASSESSMENT RESOLUTION.

(A) Any and all prior actions of the City Council associated with the imposition of the Assessments to fund the Improvements are hereby approved, ratified and confirmed in their entirety.

(B) The Initial Assessment Resolution, as supplemented by this Final Assessment Resolution, is hereby ratified and confirmed.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED THIS 16TH DAY OF APRIL, 2025.

_____

Bryan Nelson, Mayor

ATTEST:

_____

Susan M. Bone, CMC, City Clerk

APPENDIX A

PROOF OF PUBLICATION

Orlando Sentinel
MEDIA GROUP

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:
City Of Apopka - CU00102327
120 E Main St
Apopka, FL, 32703

Bill To:
City Of Apopka - CU00102327
120 E Main St
Apopka, FL, 32703

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Mar 27, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Signature of Affiant

Rose Williams
Name of Affiant

Sworn to and subscribed before me on this 1 day of April, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

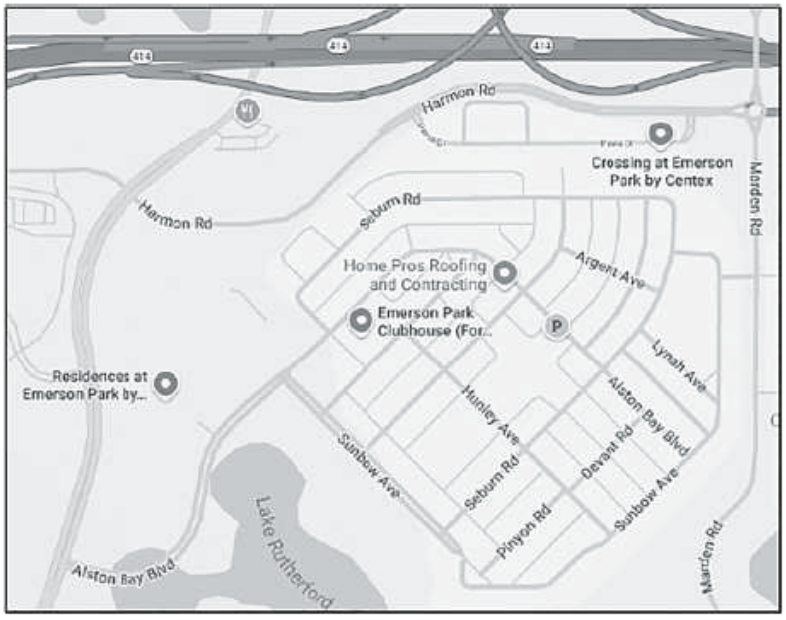
Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Name of Notary, Typed, Printed, or Stamped

7789528

NOTICE OF HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS IN THE PROPOSED EMERSON PARK ASSESSMENT AREA



Notice is hereby given that the City Council of the City of Apopka, Florida (the "City"), will conduct a public hearing to consider imposition of non-ad valorem assessments against certain property located within the proposed Emerson Park Assessment Area, as shown above, and collecting such assessments on the ad valorem tax bill. The hearing will be held at 7:00 p.m. on April 16, 2025, at the Apopka City Hall Council Chambers, 120 East Main Street Apopka, Florida 32703. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice.

The assessments have been proposed to fund capital improvements for roads and sidewalks in the Emerson Park neighborhood including but not limited to pavement resurfacing, repair and/or improvement, new asphalt installation to replace brick pavers in certain areas, and the repair, improvement and/or installation of curbs, sidewalks, street lights and traffic signs. The assessment will be imposed on a per dwelling unit basis, with each dwelling unit assessed equally. A more specific description of the improvements and the method of computing the assessment for each parcel of property are set forth in Resolution No. 2025-13 adopted by the City Council on March 19, 2025 (the "Initial Assessment Resolution"). Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for inspection at the offices of the City Clerk, located at 120 East Main Street, Second Floor, Apopka, FL 32703, telephone (407) 703-1704.

Assessments shall be collected in annual installments by the Orange County Tax Collector on the ad valorem property tax bill over a period of 15 years, commencing with the tax bill to be mailed in November 2025. The City Council may consider a term of up to 20 years at the public hearing. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Clerk's Office at 120 East Main Street, Second Floor, Apopka, FL 32703, telephone (407) 703-1704.

A TAPED RECORD OF THIS MEETING IS MADE BY THE CITY FOR ITS CONVENIENCE. THIS RECORD MAY NOT CONSTITUTE AN ADEQUATE RECORD FOR PURPOSES OF APPEAL FROM A DECISION MADE BY THE CITY WITH RESPECT TO THE FOREGOING MATTER. ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS AT HIS OR HER OWN EXPENSE.

PERSONS 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.

CITY OF APOPKA, FLORIDA

APPENDIX B

AFFIDAVIT OF MAILING

BEFORE ME, personally appeared the undersigned affiant, who after being duly sworn depose and say:

(1) On behalf of the City of Apopka, Florida (the "City"), I engaged Mail Marketing Services, a direct mailing vendor headquartered in Largo, Florida, to assist with the provision of mailed notices of a public hearing by the City Council of the City to consider the imposition of special assessments against the real property located in the proposed Emerson Park Assessment Area, pursuant to City Resolution No. 2025-13 adopted on March 19, 2025.

(2) Mail Marketing Services facilitated the mailing of such notices by first class mail, on or before March 26, 2025, to owners of real property subject to the proposed special assessments as reflected on, and at the addresses shown on, the real property ad valorem tax roll database maintained by the Orange County Property Appraiser.

(3) An exemplary form of such mailed notice is attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Christopher Roe

Christopher Roe, affiant

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 9th day of April, 2025, by Christopher Roe, who is personally known to me.

(SEAL)

Travis L. Schroder
Comm.: HH 153915
My Commission Expires:
July 23, 2025

Printed/Typed Name: Travis L. Schroder
Notary Public - State of Florida
Commission Expires: July 23, 2025

FORM OF MAILED NOTICE

March 26, 2025

[redacted]

Re: Notice of Public Hearing Regarding Special Assessments for Emerson Park Improvements
Tax Parcel Number: [redacted] (the "Subject Parcel")
Subject Parcel Address: [redacted] RD

Dear Property Owner:

The City Council of the City of Apopka (the "City") is considering the imposition of special assessments against the real property located in the proposed Emerson Park Assessment Area, including the Subject Parcel identified above. The special assessments will fund capital improvements for the roads and sidewalks in the Emerson Park neighborhood including pavement resurfacing, repair and/or improvement, new asphalt installation to replace brick pavers in certain areas, and the repair, improvement and/or installation of curbs, sidewalks, street lights and traffic signs. The assessment will be imposed on a per dwelling unit basis, with each dwelling unit assessed equally. A more specific description of the improvements and the method of computing the assessment for each parcel of property are set forth in Resolution No. 2025-13 adopted by the City Council on March 19, 2025 (the "Initial Assessment Resolution").

Copies of the Initial Assessment Resolution and the preliminary assessment roll describing the assessments for each property are available for your review at the offices of the City Clerk, located at 120 East Main Street, Second Floor, Apopka, FL 32703, telephone (407) 703-1704. Information regarding the assessment for the Subject Parcel is included below.

The City Council will hold a public hearing at 7:00 p.m. on April 16, 2025, at the Apopka City Hall Council Chambers, 120 East Main Street Apopka, FL 32703, for the purpose of receiving comments on the proposed assessments, including collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of the notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Assessments shall be collected in annual installments by the Orange County Tax Collector on the ad valorem tax bill over a period of 15 years, commencing with the tax bill to be mailed in November 2025. The City Council may consider a term of up to 20 years at the public hearing.

Annual installments will include principal, interest and a share of collection costs. Information concerning the estimated annual installments and the total amount of the assessment proposed for the Subject Parcel is included below.

The total revenue the City expects to collect by the assessments is estimated not to exceed $2,853,464, plus interest and collection costs. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Public Services Department, 748 East Cleveland Street, Apopka, Florida, telephone (407) 703-1731.

A TAPED RECORD OF THIS MEETING IS MADE BY THE CITY FOR ITS CONVENIENCE. THIS RECORD MAY NOT CONSTITUTE AN ADEQUATE RECORD FOR PURPOSES OF APPEAL FROM A DECISION MADE BY THE CITY WITH RESPECT TO THE FOREGOING MATTER. ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS AT HIS OR HER OWN EXPENSE.

PERSONS 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.

[redacted]

Assessment unit type:	Dwelling Unit
Total number of Dwelling Units attributed to Subject Parcel:	1
Assessment rate per Dwelling Unit:	$5,707
Total assessment amount for Subject Parcel:	$5,707
Estimated annual installment commencing with November 2025 property tax bill: (Includes principal, annual interest at the rate of 5%, and collection costs)	$591
Number of annual installments:	**15**

* * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * *

RESOLUTION NO. 2025-17

A RESOLUTION OF THE CITY OF APOPKA, FLORIDA RELATED TO RIGHT OF WAY IMPROVEMENTS FOR THE EMERSON PARK SUBDIVISON; APPROVING AN AGREEMENT BETWEEN THE CITY AND THE EMERSON PARK HOMEOWNERS ASSOCIATION, INC. PROVIDING FOR THE JOINT FUNDING OF SUCH IMPROVEMENTS BY THE CITY AND THE HOMEOWNERS ASSOCIATION; APPROVING AN AGREEMENT BETWEEN THE CITY AND THE HOMEOWNERS ASSOCIATION PROVIDING FOR A TEMPORARY CONSTRUCTION EASEMENT AND DEDICATION OF THE RIGHT OF WAY TO THE CITY; APPROVING THE FORMS AND AUTHORIZING AND DIRECTING THE EXECUTION OF SUCH AGREEMENTS; AUTHORIZING THE MAYOR AND OTHER CITY OFFICIALS TO TAKE SUCH ACTIONS AND EXECUTE SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO EFFECTUATE THE PURPOSES HEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Resolution of the City of Apopka, Florida (the "City") is adopted pursuant Chapter 166, Florida Statutes and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The Emerson Park Homeowners Association, Inc. (the "HOA") was established as a homeowners association for the benefit of the residents of the subdivision located in the City known as "Emerson Park," the plat for which is set forth in Plat Book 68, Page 1 of the Official Records of Orange County, Florida.

(B) The right of way serving Emerson Park is identified on such plat as Tract A.

(C) Tract A is currently owned by the HOA and is developed with (i) sidewalks, curbs, streetlights and the roads and streets which serve as a primary mode of ingress and egress for residents and visitors of Emerson Park (collectively, the "Roadway"), and (ii) alleyways which provide access to the rear of certain residential properties (the "Alleyways," and together with the Roadway, the "Right of Way").

(D) The Right of Way is in need of resurfacing and other improvements, and the HOA has requested that the City (i) accept public dedication of the Roadway, (ii) facilitate resurfacing and other improvements for the Roadway including but not limited to infrastructure upgrades necessary to correct any deficiencies to City roadway standards and the replacement of brick pavers with asphalt (the "Roadway Improvements"), and (iii) fund a portion of the costs of the

Roadway Improvements through special assessments imposed by the City against certain residential properties in Emerson Park (the "Special Assessments").

(E) The City has imposed the Special Assessments to fund such portion of the costs of the Roadway Improvements, and the balance of the costs of the Roadway Improvements will be funded by cash contributions from the HOA.

(F) The HOA will solely fund improvements to the Alleyways (the "Alleyway Improvements," and together with the Roadway Improvements, the "Right of Way Improvements"), and the HOA will retain ownership and maintenance responsibility for the Alleyways.

(G) The City and the HOA desire to enter into a Funding Agreement, in substantially the form attached hereto as Appendix A (the "Funding Agreement"), to establish the terms and conditions by which (i) the City will facilitate construction of the Right of Way Improvements, (ii) the City will fund a portion of the costs of the Roadway Improvements through the Special Assessments imposed on certain residential properties in Emerson Park; (iii) the HOA will fund the balance of the costs of the Roadway Improvements through a cash contribution, and (iv) the HOA will fund the costs of the Alleyway Improvements.

(H) The City and the HOA desire to enter into an Agreement For Temporary Construction Easement For Roadway Improvements and to Dedicate Certain Property For Right-Of-Way Purposes, in substantially the form attached hereto as Appendix B (the "Easement and Dedication Agreement"), to provide for (i) an easement over the Right of Way for purposes of constructing the Right of Way Improvements, and (ii) dedication of the Roadway to public usage and City ownership.

(I) The City hereby determines that such dedication of the Roadway by the HOA and the City's acceptance thereof are in the best interest of the public, the citizens of the City and the property owners, residents and visitors of the Emerson Park subdivision, and is consistent with the City's comprehensive plan.

(J) The City is capable of maintaining and regulating the Roadway in an efficient and economical manner.

(K) This Resolution is adopted for purposes of approving the forms and authorizing and directing execution of the Funding Agreement and Easement and Dedication Agreement.

SECTION 3. APPROVAL OF FUNDING AGREEMENT.

(A) The City hereby approves the Funding Agreement between the City and the Emerson Park Homeowners Association, Inc. in substantially the form attached hereto as Appendix A.

(B) The City hereby authorizes and directs the Mayor to execute and the City Clerk to attest, on behalf of the City, the Funding Agreement with such changes, insertions, and additions as the Mayor may approve, the Mayor's execution thereof being evidence of such approval.

SECTION 4. APPROVAL OF EASEMENT AND DEDICATION AGREEMENT.

(A) The City hereby approves the Easement and Dedication Agreement between the Emerson Park Homeowners Association, Inc. and the City in substantially the form attached hereto as Appendix B. The City hereby authorizes the Mayor to execute and deliver, and the City Clerk to attest, on behalf of the City, the Easement and Dedication Agreement with such changes, insertions, and additions as the Mayor may approve, the Mayor's execution thereof being evidence of such approval.

(B) The Easement and Dedication Agreement includes the forms of a temporary construction easement (the "Easement") and a warranty deed providing for public dedication of the Roadway (the "Deed"). The City hereby authorizes the Mayor to execute and deliver, and the City Clerk to attest, on behalf of the City, the Easement and the Deed with such changes, insertions, and additions as the Mayor may approve, the Mayor's execution thereof being evidence of such approval.

(C) The Deed as executed by the HOA and the City shall be held in escrow until such time as construction of the Roadway Improvements is complete. Thereafter, the Deed shall be recorded in the Official Records of Orange County, Florida, and the City shall take such other actions, if any, as may be necessary to facilitate dedication of the Roadway to the City and the City's acceptance of such dedication.

SECTION 5. ADDITIONAL AUTHORIZATIONS. The Mayor, the City Clerk and other City staff and officials are further authorized to take such other actions and execute and deliver such other documents which may be necessary or desirable to effectuate the purposes of this Resolution, the Funding Agreement and the Easement and Dedication Agreement.

[Raminder of page intentionally left blank]

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED THIS 16TH DAY OF APRIL, 2025.

_____
Bryan Nelson, Mayor

ATTEST:

_____
Susan M. Bone, CMC, City Clerk

APPENDIX A

FORM OF FUNDING AGREEMENT

FUNDING AGREEMENT BETWEEN THE
CITY OF APOPKA, FLORIDA
AND EMERSON PARK HOMEOWNERS ASSOCIATION, INC.
(EMERSON PARK RIGHT OF WAY PROJECT)

THIS AGREEMENT is made and entered into this 16th day of April, 2025, by and between the **CITY OF APOPKA, FLORIDA** a municipal corporation organized and existing under and by virtue of the laws of the State of Florida (the "City"), and **EMERSON PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida Not For Profit Corporation, whose address is 1255 Tallow Road Apopka, FL 32703 (the "HOA," and together with the City, the "Parties").

RECITALS

WHEREAS, the HOA was established as a homeowners association for the benefit of the residents of the subdivision located in the City known as "Emerson Park," the plat for which is set forth in Plat Book 68, Page 1 of the Official Records of Orange County, Florida; and

WHEREAS, the right of way serving Emerson Park is identified on such plat as Tract A; and

WHEREAS, there is a drainage and utility easement over the entirety of Tract A; and

WHEREAS, Tract A is currently owned by the HOA and is developed with (i) sidewalks, curbs, streetlights and the roads and streets which serve as a primary mode of ingress and egress for visitors and residents of Emerson Park (collectively, the "Roadway"), and (ii) alleyways which provide access to the rear of certain residential properties (the "Alleyways," and together with the Roadway, the "Right of Way"); and

WHEREAS, the Right of Way is in need of resurfacing and other improvements, and the HOA has requested that the City (i) accept public dedication of the Roadway, (ii) facilitate resurfacing and other improvements for the Roadway including but not limited to infrastructure upgrades necessary to correct any deficiencies to City roadway standards and the replacement of brick pavers with asphalt (the "Roadway Improvements"), and (iii) fund the Roadway Improvements through special assessments imposed by the City against certain residential properties in Emerson Park (the "Special Assessments"); and

WHEREAS, in furtherance thereof, the HOA and the City have approved easement and dedication documents pursuant to which the HOA grants a construction easement over the Right of Way for construction of the contemplated improvements and provides for dedication of the Roadway to public usage and City ownership upon completion of the improvements; and

WHEREAS, the City has imposed the Special Assessments to fund a portion of the costs of the Roadway Improvements; and

WHEREAS, the HOA will fund improvements to the Alleyways (the "Alleyway Improvements," and together with the Roadway Improvements, the "Right of Way Improvements"), and the HOA will retain ownership and maintenance responsibility for the Alleyways; and

WHEREAS, a portion of the real property comprising Tract G in the plat of Emerson Park has been developed for commercial use, and the remaining portion is currently being developed with residential townhomes; and

WHEREAS, the Roadway, and in particular the segment thereof commonly known as Alston Bay Boulevard located between Ocoee Apopka Road and Seburn Road (the "Tract G Roadway Segment"), serves as the main access route for vehicles traveling to and from Tract G and the commercial and residential development thereon; and

WHEREAS, that certain Property Development Agreement between the HOA and the owners of Tract G, recorded as Document No. 20180518925 in the Official Records of Orange County, Florida (the "Property Development Agreement"), contemplates that the owners of Tract G shall share in the costs of maintenance and repair of the road and sidewalk comprising the Tract G Roadway Segment and that the owners' respective shares of such costs (the "Tract G Share") shall be paid to the HOA in accordance with the process set forth therein; and

WHEREAS, in addition, the HOA will fund its full 49% share of the costs of road and sidewalk improvements for the Tract G Roadway Segment, a portion of which will be paid in cash (the "HOA Cash Share") and a portion of which will be paid through the Special Assessments (the "HOA Special Assessment Share"); and

WHEREAS, the City and the HOA enter into this Agreement to establish the terms and conditions by which (i) the City will facilitate construction of the Right of Way Improvements, (ii) the City will fund a portion of the costs of the Roadway Improvements through the Special Assessments imposed on certain residential properties in Emerson Park; (iii) the HOA will fund the HOA Cash Share of the Roadway Improvements and the Tract G Share of the Tract G Roadway Segment, and (iv) the HOA will fund the costs of the Alleyway Improvements.

NOW, therefore, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by reference are incorporated herein as a material part of this Agreement.

2. PROJECT COST ESTIMATE. As further described in **Exhibit A**, the estimated construction cost of the Right of Way Improvements is $2,770,784, of which $2,024,248 shall be funded by the City as the portion of the Roadway Improvements to be paid by net proceeds of the Special Assessments, (ii) $146,536 shall be funded by the owners of Tract G, (iii) $64,425 shall be funded by the HOA to pay for the HOA Cash Share of the Roadway Improvements, and (iv)

$535,575 shall be funded by the HOA to pay for the Alleyway Improvements (the "Alleyway Cost").

3. CITY FUNDING OF ROADWAY IMPROVEMENTS. Upon execution hereof, the City will facilitate construction and financing of the Right of Way Improvements. The City has imposed the Special Assessments against certain residential property in Emerson Park to fund a portion of the cost of the Roadway Improvements. The City shall contribute net proceeds of the Special Assessments in the total amount of $2,024,248 to the construction cost of the Roadway Improvements. The City anticipates financing such amount by issuing a note, bond or other debt obligation secured by the Special Assessments (the "Assessment Note").

4. HOA FUNDING OF ROADWAY IMPROVEMENTS. The total estimated cost of the improvements for the Tract G Roadway Segment is $287,325. The Tract G Share of that amount is $146,536, which is 51% of the total estimated cost pursuant to the Property Development Agreement. Of such amount, 30% ($86,198) is attributable to the party defined as the "Owner" or successors thereto under the Property Development Agreement, and 21% ($60,338) is attributable to the party defined as "REP" or successors thereto under the Property Development Agreement). The remaining 49% of the cost of the improvements for the Tract G Roadway Segment shall be funded by the members of the HOA through the HOA Special Assessment Share and the HOA Cash Share.

The HOA shall pay the City, from funds received by the HOA pursuant to the Property Development Agreement or any other available revenue source, the Tract G Share of the Roadway Improvements in the amount of $146,536. Additionally, the HOA shall pay the City the HOA Cash Share of the Roadway Improvements in the amount of $64,425. Such payment shall be made by the HOA to the City by no later than May 1, 2025 or such later date as may be agreed upon in writing by the City. The Tract G Share shall be used by the City solely to fund improvements to the Tract G Roadway Segment, and the HOA Cash Share shall be used solely to fund the Roadway Improvements. In the event the Tract G Share of the Tract G Roadway Segment exceeds $146,536, the HOA shall be solely responsible for such excess cost and shall provide the City with additional funding to cover the excess cost upon the City's provision of reasonably detailed supporting demonstrating the amount and cause of the cost overrun.

5. HOA FUNDING OF ALLEYWAY IMPROVEMENTS. The HOA shall pay the City the amount of $535,575 to fund the Alleyway Improvements. Such funds shall be paid to the City by no later than May 1, 2025 or such later date as may be agreed upon in writing by the City, and used by the City solely to fund the Alleyway Improvements. The HOA agrees and acknowledges that the HOA shall retain ownership of the Alleyways and all subdivision amenities, retention ponds and stormwater conveyance system, stairs, common areas and trees situated in or serving the Emerson Park subdivision, and shall retain responsibility for maintaining and repairing same. In the event the cost of the Alleyway Improvements exceeds $535,575, the HOA shall be solely responsible for such excess cost and shall provide the City with additional funding to cover the excess cost upon the City's provision of reasonably detailed supporting demonstrating the amount and cause of the cost overrun.

6. ADDITIONS. The Right of Way Improvements contemplated hereunder are further described in **Exhibit B.** The HOA may request amendments to the project description by providing written notice to the City. Upon receiving notice, the City shall have ten (10) days to approve, deny or request an informal meeting regarding the HOA's proposed amendments. Any such amendment is contingent upon (i) the HOA's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the City in connection with the additional work to be performed as of the date upon which the notice of proposed amendment is received, or (ii) in the case of Roadway Improvements, the requested amendment does not cause the Special Assessments to increase above the amount approved and authorized by the City. Upon provision of sufficient funds for the additional items or a determination by the City that the additional items related to the Roadway Improvements will not cause the Special Assessments to increase above the amount approved and authorized by the City, the City agrees to facilitate completion of such items in accordance with the terms of its construction contracts.

7. REIMBURSEMENT. The City shall not be obligated to reimburse the HOA for any funds provided to the City under this Agreement unless and except for the following events, if applicable:

(a) The City is unable to undertake, or determines in its sole discretion not to undertake, construction of the Alleyway Improvements, in which case the City shall return to the HOA any unused amounts paid by the HOA to the City to fund the Alleyway Improvements.

(b) The City is unable to undertake, or determines in its sole discretion not to undertake, construction of the improvements for the Tract G Roadway Segment, in which case the City shall return to the HOA any unused amounts paid by the HOA to the City to fund the Tract G Share of the Roadway Improvements.

(c) The City is unable to collect, or determines in its sole discretion not to collect, the Special Assessments in amounts sufficient to pay the City share of the Roadway Improvements, in which case the City shall return to the HOA any unused amounts paid by the HOA to the City hereunder.

(d) The City is unable to issue, or determines in its sole discretion not to issue, the Assessment Note in an amount sufficient to finance the Assessed Cost of the Roadway Improvements, in which case the City shall return to the HOA any unused amounts paid by the HOA to the City hereunder.

In the event the final costs of the Alleyway Improvements and/or the Tract G Share of the Roadway Improvements are less than the respective amounts funded by the HOA hereunder, the City shall apply the unused funds contributed by the HOA to reduce the amount of the Special Assessments.

8. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to HOA: Emerson Park Homeowners Association, Inc.
1255 Tallow Road
Apopka, Florida 32703

With a copy to: Sentry Management, Inc.
2180 West State Road 434, Suite 5000
Longwood, Florida 32779

B. If to City: City of Apopka
150 E Main Street
Apopka, Florida 32703
Attn: Finance Director

With a copy to: City of Apopka
120 E Main Street
Apopka, Florida 32703
Attn: City Attorney

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays

and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

15. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party

16. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

17. EFFECTIVE DATE. The Agreement shall be effective as of the date first written above and shall remain in effect unless terminated by either of the Parties hereto upon sixty (60) days prior written notice. In the event of any such termination by the HOA, the HOA agrees to pay any remaining amounts due hereunder through the date of the termination, and to pay for any damages of any kind whatsoever incurred by the City as a result of the termination of this Agreement, including but not limited to any damages of any kind relating to any consequent breaches or other terminations of any engineering agreements or other applicable agreements.

18. LIMITATION ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[Remainder of page intentionally left blank]

19. PUBLIC RECORDS. The HOA understands and agrees that all documents of any kind provided to the City or to City Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

CITY OF APOPKA, FLORIDA

_____
City Clerk

_____
Bryan Nelson, Mayor

EMERSON PARK HOMEOWNERS ASSOCIATION, INC., a Florida Not For Profit Corporation

_____
Witness

By: _____
Name: _____
Title: _____

EXHIBIT A

COST ESTIMATE

Roadway Improvements	
Construction Cost	$2,032,008
Construction Contingency	203,201
Subtotal:	$2,235,209
Less HOA contribution to fund Tract G Share of Roadway Improvements	*(146,536)
Less HOA contribution to fund HOA Cash Share of Roadway Improvements	(64,425)
Construction Cost to be Funded by Special Assessments:	**$2,024,248**
Additional Assessable Costs:	
Debt Service Reserve Fund Contingency	300,000
Capitalized Interest Contingency	150,000
Cost of Issuance	150,000
Assessment Development, Survey, Financing and Other Contingency	229,216
Total Assessment/Estimated Amount to be Financed by Assessment: :Note:	**$2,853,464**

** The total estimated cost of the improvements for the Tract G Roadway Segment is $287,325. The Tract G Share of that amount is $146,536, which is 51% of the total estimated cost. Of such amount, 30% ($86,198) is attributable to the party defined as the "Owner" or successors thereto under the Property Development Agreement, and 21% ($60,338) is attributable to the party defined as "REP" or successors thereto under the Property Development Agreement).*

Alleyway Improvements	
Construction Cost	$486,886
Project Contingency	48,689
Alleyway Improvement Cost to be Funded by HOA:	**$535,575**

Total Right of Way Improvement Cost	
City portion of Roadway Improvements construction (funded by net proceeds of Special Assessments)	$2,024,248
HOA Cash Share of Roadway Improvements (funded by HOA)	64,425
Tract G Share of Roadway Improvements (funded by HOA)	146,536
Alleyway Improvements (funded by HOA)	535,575
Estimated Construction Cost of Right of Way Improvements:	**$2,770,784**

EXHIBIT B

DESCRIPTION OF RIGHT OF WAY IMPROVEMENTS

The capital improvements to the Roadway acquired, constructed or installed by the City for the benefit of the Emerson Park subdivision, including pavement resurfacing, repair and/or improvement, new asphalt installation to replace brick pavers in certain areas, and the repair, improvement and/or installation of curbs, sidewalks, street lights and traffic signs, together with improvement of the Alleyways, all in accordance with plans and specifications on file with the City.

APPENDIX B

FORM OF EASEMENT AND DEDICATION AGREEMENT

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT FOR ROADWAY IMPROVEMENTS AND TO DEDICATE CERTAIN PROPERTY FOR RIGHT-OF-WAY PURPOSES

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT FOR ROADWAY IMPROVEMENTS AND TO DEDICATE CERTAIN PROPERTY FOR RIGHT-OF-WAY PURPOSES (this "Agreement") is made and entered into this ____ day of _____, 2025 between **EMERSON PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation whose address 1255 Tallow Road, Apopka, Florida 32703 ("Grantor"), and the **CITY OF APOPKA,** a Florida municipal corporation ("City") whose address is 120 E Main Street, Apopka, Florida 32703.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real property located in Apopka, Orange County, Florida, more particularly described as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, City is constructing certain roadway infrastructure and improvements and repairs to the existing roadways and sidewalks located on the Property ("Roadway Improvements"); and

WHEREAS, in exchange for City making the Roadway Improvements, Grantor has agreed to grant City a temporary construction easement over the Property, and following the completion of the Roadway Improvements, to dedicate a portion of the Property to City for right-of-way purposes; and

WHEREAS, as part of the consideration to induce City to make the Roadway Improvements, Grantor desires to grant and convey to City a temporary construction easement (the "Easement") to, over, under, upon, across and through the Property (the "Easement Area") for the purpose of construction, installation, access, and repair of right-of-way improvements by City, or its employees, agents or designees and to be completed in connection with the Roadway Improvements; and

WHEREAS, upon completion of the Roadway Improvements by City, Grantor agrees to dedicate a portion of the Easement Area, as more particularly described on **Exhibit "B"** attached hereto and by this reference incorporated herein (the "Dedication Area") to the City via a warranty deed of dedication in substantially similar form as shown in attached **Exhibit "C"**; and

WHEREAS, Grantor warrants that it has full authority to grant the Easement, and to dedicate the Dedication Area to City.

NOW, **THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and City agree as follows:

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

2. Temporary Construction Easement. Prior to the commencement of the Roadway Improvements, Grantor shall create, grant, convey and declare to exist, for the benefit of City and its agents, contractors, employees and licensees, a temporary construction easement to, over, under, upon, across and through the Easement Area for the purposes of construction, installation, access, and repair of the Easement Area in connection with completion of the Roadway Improvements, and all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes; including, specifically, for purposes of construction, installation, access, and repair of the Easement Area, and any easements necessary for the storage of vehicles, equipment and materials associated with the Roadway Improvements. The form of Easement is attached hereto as **Exhibit "D".** In the event of a failure of the Grantor to dedicate the Dedication Area to City within three (3) years of the Effective Date, the Easement shall provide for the its automatic conversion to a permanent right-of-way easement over the Dedication Area.

3. Construction. City shall be responsible, at its sole cost and expense, for all work associated with construction, installation, access, and repair of the Easement Area and shall repair and restore any damage caused to the paved surfaces of the roadways, sidewalks and curb cuts in the Easement Area as a result of the work to be performed under this Agreement. Grantor shall be responsible for repairing and restoring any damage caused to the Easement Area, other than the paved surfaces of the roadways, sidewalks and curb cuts, as a result of the work to be performed under this Agreement. The City may use its own employees or independent contractor(s) to perform the work contemplated herein. All such independent contractors shall be fully insured, shall complete all work in a lien free and good and workmanlike manner and shall comply with all federal, state, county and local laws, including workers compensation insurance laws, as well as all applicable mechanics lien laws.

City shall make best efforts to avoid or limit disruptions of access to both Ocoee-Apopka Road and Warden Road for the owners of lots within the Plat of Emerson Park, as recorded in Plat Book 68, Page 1 (the "Plat"), including the owners of all residential lots on the Plat and the owners of Lot G of the Plat (the "Subdivision Owners"), provided, however, that Grantor shall fully indemnify and hold the City harmless against any claims made by any of the Subdivision Owners in relation to the Roadway Improvements. Grantor shall notify and keep the Subdivision Owners apprised of the status of the Roadway Improvements, including any specific road closures. Grantor shall further be responsible for coordinating with the owners of Lot G of the Plat in relation to any cost sharing agreements or road closures related to the Roadway Improvements.

4. Use. Use of the Easement Area and entry upon the Easement Area by the City will at all times conform to and comply with the terms of this Agreement and all applicable governmental regulations now in existence or hereafter created.

5. Dedication. On or before October 30, 2025, Grantor shall dedicate the Dedication Area, as described in **Exhibit "B"**, to City for public right-of-way purposes via a warranty deed of dedication in the form attached hereto as **Exhibit "C"** for no additional consideration (the "Deed"). The Deed will reserve to the Grantor any all right, title, and interest in any pipes, facilities including, but not limited to, any pipes, inlets or manholes related to drainage facilities within the Dedication Area, utilities, or other improvements within the Dedication Area, other than the roadways, sidewalks, street signs, curbs, and any improvements already maintained by City, including water, sewer and reclaimed water located within the Dedication Area (the "Excluded Facilities"). Grantor shall convey to the City all of its right, title and interest in and to the Dedication Area, less and except the Excluded Facilities free and clear of all liens, leases, encumbrances, tenants at will, encroachments, restrictions, assessments, charges, agreements, taxes (except for taxes for the year 2025 and subsequent years) and easements, except for all those matters presently existing on the Dedication Area or appearing on the public records of Orange County, Florida pertaining to the Dedication Area as of the date of this Agreement.

6. Closing. If the Deed is executed prior to completion of the Roadway Improvements, the Deed will be held in escrow by the City until the Roadway Improvements are complete. The escrow agent will be City Attorney's office for the City of Apopka. Upon completion of the Roadway Improvements, City shall notify Grantor of such completion, in writing, and the parties shall schedule a mutually agreeable closing date for the dedication (the "Dedication Closing"). Provided, however, that the Dedication Closing must take place on or before October 30, 2025. If City determines, in its sole discretion, that it will obtain an owner's policy of title insurance for the Dedication Area, Grantor agrees to provide any and all affidavits, resolutions or other documentation reasonably required by the title company to issue an owner's title insurance policy in a form acceptable to the City.

a. Grantor Closing Costs. At the Dedication Closing, Grantor shall pay for: (i) property taxes due for the current year, which shall be prorated and paid by Grantor in accordance with Section 196.295, Florida Statutes; (ii) any costs (including recording costs) associated with releasing any mortgages, liens or other encumbrances on title to the Dedication Area that the City determines, in its sole discretion, are objectionable; and (iii) Grantor's attorney fees.

b. City Closing Costs. At the Dedication Closing, City shall pay for: (i) recording costs for the deed; (ii) documentary stamp taxes on the deed; (iii) City's attorney fees; and (iv) all other closing costs associated with the dedication. Grantor agrees to obtain a partial release of any mortgages, liens or other encumbrances on title to the Dedication Area that the City determines, in its sole discretion, are objectionable, before the deed is recorded.

7. Duration of Easement. The Easement shall terminate upon the conveyance of the Dedication Area to City. Should Grantor fail to convey the Dedication Area to City by October 31, 2025, the Easement shall automatically convert to a permanent right-of-way easement for the benefit of the City and the public over the Dedication Area and such easement shall run with the Property in perpetuity.

8. Release and Indemnification for Inverse Condemnation and Bert Harris Claims. Grantor hereby releases, indemnifies and holds City, its officers, agents and employees, harmless from any and all claims, losses, costs, causes of actions, damages, or expenses of any kind, including attorney's fees, relating in any way to a claim by Grantor that entering into this Agreement is an inverse condemnation, takings, due process, or a claim under the Bert J. Harris, Jr. Private Property Rights Protection Act.

9. Use of Others to Carry Out Responsibilities. City may utilize its employees or third parties to accomplish its obligations under this Agreement; however, City remains responsible for proper performance under this Agreement and shall take all steps necessary to ensure that its employees or third parties perform as required under this Agreement.

10. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property; (ii) Grantor has good right and lawful authority to grant the Easement over the Easement Area, and dedicate the Dedication Area, and (iii) the Property is not encumbered by any mortgages or other matters that would prohibit the use of the Easement Area for the purposes contemplated herein or if encumbered, Grantor shall obtain a partial release of the Dedication Area from any mortgage prior to the conveyance of the Dedication Area to the City as provided in Section 6 hereof.

11. Litigation and Attorney's Fees. In the event it shall be necessary for Grantor or City to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

12. Sovereign Immunity. Nothing contained in this Agreement is intended to nor shall it be construed as a waiver by City of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. City, being a municipal entity, as referenced in Section 768.28, Florida Statutes, agrees to be responsible to the limits set forth in such statute for its own negligent acts or intentional tortious actions, which result in claims or suits against the either party, and agrees to be liable only to such to the statutory limits, whether applicable or not, for any damages proximately caused by said acts or omission, or intentional tortious acts.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

14. Recordation. The original of the Easement shall be recorded in the Public Records of Orange County, Florida, at the expense of the City.

15. Notices. Any notice required to be given in writing by either party pursuant to this Agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable

commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Donor or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

To the City:

City of Apopka
120 E Main Street
Apopka, Florida 32703
Attn: Finance Director

With a copy to:

City of Apopka
120 E Main Street
Apopka, Florida 32703
Attn: City Attorney

To Grantor:

Emerson Park Homeowners Association, Inc.
1255 Tallow Road
Apopka, FL 32703

With a copy to:

Sentry Management, Inc.
2189 West State Road 434, Suite 5000
Longwood, Florida 32779

16. Counterparts. This Agreement may be executed in multiple counterparts and shall be deemed to have become effective when and only when one or more of such counterparts has been signed by or on behalf of each of the parties to this Agreement and delivered to the other party (although it shall not be necessary that any single counterpart be signed by or on behalf of both parties hereto, and all such counterparts shall be deemed to constitute one and the same instrument).

17. Partial Invalidity: Waiver. If any portion of this Agreement is held invalid or unenforceable, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and enforceable, and effect shall be given to the intent manifested by the portion held invalid or unenforceable. The failure by either party to enforce against the other any term or

provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

18. Governing Law. This Agreement will be interpreted under and governed and enforced according to the laws of the State of Florida.

19. Survival. Anything contained in this Agreement to the contrary notwithstanding, the terms and provisions of this Agreement shall survive the Dedication Closing for a period of three (3) years.

20. Acknowledgement. Grantor acknowledges that this instrument has been prepared by Bryant Miller Olive P.A., as counsel for City. Grantor has had the full opportunity to consult with its own independent counsel prior to executing this instrument.

(*Remainder of this page is intentionally left blank*)

IN WITNESS WHEREOF, Grantor and City have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

GRANTOR:

EMERSON PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

By:_____

Printed Name:_____

Title: _____

Date:_____

CITY:

CITY OF APOPKA, a Florida municipal corporation

By:_____

Printed Name:_____

Title: _____

ATTEST:

_____
City Clerk

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

"TRACT A", EMERSON PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 68, PAGES 1 THROUGH 17 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

DEDICATION AREA LEGAL DESCRIPTION

"TRACT A", EMERSON PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 68, PAGES 1 THROUGH 17 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING 24 PARCELS:

PARCEL 1

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 3.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROADWAY, SAID ROADWAY HAVING A 18.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNBOW AVENUE; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 9.00 FEET TO THE EASTERLY CORNER OF 216 OF SAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 664.00 FEET TO THE NORTHERLY CORNER OF LOT 226 OF AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY FOR A DISTANCE OF 18.00 FEET TO THE WESTERLY CORNER OF LOT 236; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 663.90 FEET TO THE SOUTHERLY CORNER OF TRACT PPP OF AFORESAID PLAT, ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 43°55'39" WEST, 5.54 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 148.00 FEET, THROUGH A CENTRAL ANGLE OF 2°08'43", A DISTANCE OF 5.54 FEET TO A POINT ON A LINE; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNBOW AVENUE FOR A DISTANCE OF 12.46 FEET TO THE POINT OF BEGINNING (POB).

CONTAINING 11,952 SQUARE FEET, OR 0.2744 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND

ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 340.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF CORDAVILLE PLACE, A 32.00 FOOT RIGHT-OF-WAY, AS SHOWN ON AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON THE CENTERLINE, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNBOW AVENUE; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE EASTERLY CORNER OF LOT 210 OF SAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 305.00 FEET TO THE NORTHERLY CORNER OF LOT 206 OF AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DEVANT ROAD, A 54.00 FOOT RIGHT-OF-WAY FOR A DISTANCE OF 32.00 FEET TO THE WESTERLY CORNER OF LOT 215 OF SAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 305.00 FEET TO THE SOUTHERLY CORNER OF LOT 211 OF AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNBOW AVENUE FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 9,760 SQUARE FEET, OR 0.2241 ACRES, MORE OR LESS.

PARCEL 3

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MADDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH

A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 174.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ALSTON BAY BOULEVARD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 359.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF DEVANT ROAD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 166.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF CORDAVILLE PLACE, A 32.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEVANT ROAD; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE EASTERLY CORNER OF LOT 186 OF SAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 305.00 FEET TO THE NORTHERLY CORNER OF LOT 190 OF SAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY FOR A DISTANCE OF 32.00 FEET TO THE WESTERLY CORNER OF LOT 191 OF SAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 305.00 FEET TO THE SOUTHERLY CORNER OF LOT 195 OF SAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEVANT ROAD FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 9,760 SQUARE FEET, OR 0.2241 ACRES, MORE OR LESS.

PARCEL 4

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MADDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 174.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ALSTON BAY BOULEVARD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 359.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF DEVANT ROAD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 484.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SHACKLEY PLACE, A 32.00 FOOT RIGHT-OF-WAY, AS SHOWN ON AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEVANT ROAD; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO

THE EASTERLY CORNER OF LOT 180 OF AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 305.00 FEET TO THE NORTHERLY CORNER OF LOT 176 OF AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY FOR A DISTANCE OF 32.00 FEET TO THE WESTERLY CORNER OF LOT 185 OF AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 305.00 FEET TO THE SOUTHERLY CORNER OF LOT 181 OF AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEVANT ROAD FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 9,760 SQUARE FEET, OR 0.2241 ACRES, MORE OR LESS.

PARCEL 5

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 658.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SHACKLEY PLACE, A 32.00 FOOT RIGHT-OF-WAY, AS SHOWN ON AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNBOW AVENUE; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE EASTERLY CORNER OF LOT 200 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 305.00 FEET TO THE NORTHERLY CORNER OF LOT 196 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF DEVANT ROAD, A 54.00 FOOT RIGHT-OF-WAY FOR A DISTANCE OF 32.00 FEET TO THE WESTERLY CORNER OF LOT 205 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 305.00 FEET TO THE SOUTHERLY CORNER OF LOT 201 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SUNBOW AVENUE FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 9,760 SQUARE FEET, OR 0.2241 ACRES, MORE OR LESS.

PARCEL 6

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 824.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUNLEY AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 219.73 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROADWAY, SAID ROADWAY HAVING A 18.00 FOOT RIGHT-OF-WAY; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 9.00 FEET TO THE NORTHERLY CORNER OF LOT 45 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 544.40 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°29'28" WEST, 11.10 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 14.50 FEET, THROUGH A CENTRAL ANGLE OF 45°01'03", A DISTANCE OF 11.39 FEET TO A POINT ON A NON-TANGENTIAL LINE, SAID POINT BEING ON THE WESTERLY CORNER OF TRACT AAA, AN OPEN SPACE AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 89°58'57" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY FOR A DISTANCE OF 31.48 FEET TO THE SOUTHEASTERLY CORNER OF LOT 55 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 576.92 FEET TO THE EASTERLY CORNER OF LOT 46 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE FOR A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING (POB). CONTAINING 10,247 SQUARE FEET, OR 0.2352 ACRES, MORE OR LESS.

PARCEL 7

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE

INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 824.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUNLEY AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 552.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROADWAY, SAID ROADWAY HAVING A 18.00 FOOT RIGHT-OF-WAY. AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 9.00 FEET TO THE NORTHERLY CORNER OF LOT 56 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 430.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 00°00'00" EAST, 49.50 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE SOUTHWESTERLY BOUNDARY OF LOT 63 OF THE AFORESAID PLAT, FOR A DISTANCE OF 95.00 FEET TO THE SOUTHERLY CORNER OF LOT 63 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY-LINE OF PINYON ROAD FOR A DISTANCE OF 18.00 FEET TO THE EASTERLY CORNER OF LOT 64 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 278.00 FEET TO THE NORTHERLY CORNER OF LOT 66 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 18.00 FEET TO THE WESTERLY CORNER OF LOT 67 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 95.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 90°00'00" EAST, 49.50 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 430.00 FEET TO THE EASTERLY CORNER OF LOT 74 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE FOR A DISTANCE OF 18.00 TO THE POINT OF BEGINNING (POB).
CONTAINING 13,900 SQUARE FEET, OR 0.3191 ACRES, MORE OR LESS.

PARCEL 8

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE,

RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 824.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUNLEY AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 884.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A EDMANDS PLACE, SAID ROADWAY HAVING A 32.00 FOOT RIGHT-OF-WAY; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE NORTHERLY CORNER OF LOT 75 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 433.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 00°00'00" EAST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 45°00'00" EAST, FOR A DISTANCE OF 98.00 FEET TO THE SOUTHERLY CORNER OF LOT 82 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY-LINE OF SEBURN ROAD FOR A DISTANCE OF 32.00 FEET TO THE EASTERLY CORNER OF LOT 83 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 278.00 FEET TO THE NORTHERLY CORNER OF LOT 85 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY PROPERTY LINE OF TRACT VV, AN OPEN SPACE OF THE AFORESAID PLAT, FOR A DISTANCE OF 32.00 FEET TO THE WESTERLY CORNER OF LOT 86; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 98.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 90°00'00" EAST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 433.00 FEET TO THE EASTERLY CORNER OF LOT 93 AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).

CONTAINING 23,820 SQUARE FEET, OR 0.5468 ACRES, MORE OR LESS.

PARCEL 9

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE

INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 824.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUNLEY AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1207.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A NOBSCOT PLACE, SAID ROADWAY HAVING A 32.00 FOOT RIGHT-OF-WAY; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE NORTHERLY CORNER OF LOT 94 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 433.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 00°00'00" EAST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 45°00'00" EAST, FOR A DISTANCE OF 98.00 FEET TO THE SOUTHERLY CORNER OF LOT 101 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY PROPERTY LINE OF TRACT VV, AN OPEN SPACE OF THE AFORESAID PLAT, FOR A DISTANCE OF 32.00 FEET TO THE EASTERLY CORNER OF LOT 102 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 278.00 FEET TO THE NORTHERLY CORNER OF LOT 104; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RAFTON ROAD, A 54.00 FOOT RIGHT-OF-WAY, FOR A DISTANCE OF 32.00 FEET TO THE WESTERLY CORNER OF LOT 105, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 98.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 90°00'00" EAST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT ON A TANGENTIAL LINE, THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 433.00 FEET TO THE EASTERLY CORNER OF LOT 112 AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).

CONTAINING 23,820 SQUARE FEET, OR 0.5468 ACRES, MORE OR LESS.

PARCEL 10

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE

INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 824.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUNLEY AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1539.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROADWAY, SAID ROADWAY HAVING A 18.00 FOOT RIGHT-OF-WAY; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 9.00 FEET TO THE NORTHERLY CORNER OF LOT 113 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 430.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 00°00'00" EAST, 49.50 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PRIVATE ROADWAY, FOR A DISTANCE OF 95.00 FEET TO THE SOUTHERLY CORNER OF LOT 120 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY-LINE OF RAFTON ROAD FOR A DISTANCE OF 18.00 FEET TO THE EASTERLY CORNER OF LOT 121 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 278.00 FEET TO THE NORTHERLY CORNER OF LOT 123; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF TALLOW ROAD FOR A DISTANCE OF 18.00 FEET TO THE WESTERLY CORNER OF LOT 124; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 95.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 90°00'00" EAST, 49.50 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET; THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 430.00 FEET TO THE EASTERLY CORNER OF LOT 131 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE FOR A DISTANCE OF 18.00 TO THE POINT OF BEGINNING (POB).
CONTAINING 13,900 SQUARE FEET, OR 0.3191 ACRES, MORE OR LESS.

PARCEL 11

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE

INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 824.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUNLEY AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1539.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROADWAY, SAID ROADWAY HAVING A 18.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 45°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 9.00 FEET TO THE SOUTHERLY CORNER OF LOT 132 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 210.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°00'00" WEST, 49.50 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT ON A TANGENTIAL LINE, SAID POINT ALSO BEING ON THE NORTHEASTERLY LINE OF LOT 135 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID PROPERTY LINE FOR A DISTANCE OF 95.00 FEET TO THE NORTHERLY CORNER OF SAID LOT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF TALLOW ROAD, A 54.00 FOOT RIGHT-OF-WAY, FOR A DISTANCE OF 18.00 FEET TO THE WESTERLY CORNER OF TRACT UU, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE PROPERTY LINE OF SAID TRACT FOR A DISTANCE OF 148.00 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 263.00 FEET TO THE WESTERLY CORNER OF LOT 147 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING (POB).

CONTAINING 7,337 SQUARE FEET, OR 0.1684 ACRES, MORE OR LESS.

PARCEL 12

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH

45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 824.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUNLEY AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1207.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A NOBSCOT PLACE, SAID ROADWAY HAVING A 32.00 FOOT RIGHT-OF-WAY; THENCE, NORTH 45°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF HUNLEY AVENUE; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE SOUTHERLY CORNER OF LOT 148 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 220.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°00'00" WEST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT ON A TANGENTIAL LINE, SAID POINT BEING ON THE NORTHEASTERLY LINE OF LOT 151 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID NORTHEASTERLY LINE OF LOT 151 OF THE AFORESAID PLAT FOR A DISTANCE OF 98.00 FEET TO THE NORTHERLY CORNER OF LOT 151 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RAFTON ROAD, A 54.00 FOOT RIGHT-OF-WAY, FOR A DISTANCE OF 32.00 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE PROPERTY LINE OF TRACT WW, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT FOR A DISTANCE OF 155.00 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 277.00 FEET TO THE WESTERLY CORNER OF LOT 161 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF HUNLEY AVENUE FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 12,934 SQUARE FEET, OR 0.2969 ACRES, MORE OR LESS.

PARCEL 13

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 824.46 FEET TO THE INTERSECTION WITH THE CENTERLINE OF HUNLEY AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 884.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A EDMANDS PLACE, SAID ROADWAY HAVING A 32.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 45°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT, ALSO BEING IN THE NORTHEASTERLY

RIGHT-OF-WAY LINE OF HUNLEY AVENUE; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE SOUTHERLY CORNER OF LOT 162 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 277.00 FEET TO A POINT ON A LINE; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE PROPERTY LINE OF TRACT WW, AN OPEN SPACE OF THE AFORESAID PLAT, FOR A DISTANCE OF 155.00 FEET TO A POINT, ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 32.00 TO THE EASTERLY CORNER OF LOT 172 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 98.00 TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 90°00'00" WEST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 220.00 TO THE WESTERLY CORNER OF LOT 175 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID HUNLEY AVENUE FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 12,934 SQUARE FEET, OR 0.2969 ACRES, MORE OR LESS.

PARCEL 14

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 174.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ALSTON BAY BOULEVARD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 951.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF BLAIRMOOR PLACE, A 32.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE NORTHERLY CORNER OF LOT 169 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 98.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 00°00'00" WEST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27

FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 165.00 FEET TO THE SOUTHERLY CORNER OF LOT 171 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY, FOR A DISTANCE OF 32.00 FEET TO THE EASTERLY CORNER OF LOT 168 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 222.00 FEET TO A POINT ON A LINE; THENCE, RUN NORTH 45°00'00" EAST ALONG THE PROPERTY LINE OF TRACT WW, AN OPEN SPACE OF THE AFORESAID PLAT FOR A DISTANCE OF 155.00 FEET TO A POINT ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 32.00 FEET THE POINT OF BEGINNING (POB).

CONTAINING 11,174 SQUARE FEET, OR 0.2565 ACRES, MORE OR LESS.

PARCEL 15

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 174.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ALSTON BAY BOULEVARD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1140.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAXTON PLACE, A 32.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE EASTERLY CORNER OF LOT 157 OF SAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 98.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 90°00'00" WEST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 165.00 FEET TO THE WESTERLY CORNER OF LOT 155 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RAFTON ROAD, A 54.00 FOOT RIGHT-OF-WAY, FOR A DISTANCE OF 32.00 FEET TO THE NORTHERLY CORNER OF LOT 154 OF THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 222.00 FEET TO A POINT ON A LINE; THENCE, RUN NORTH 45°00'00" EAST ALONG THE PROPERTY

LINE OF TRACT WW, AN OPEN SPACE OF THE AFORESAID PLAT FOR A DISTANCE OF 155.00 FEET TO A POINT ON AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 11,174 SQUARE FEET, OR 0.2565 ACRES, MORE OR LESS.

PARCEL 16

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 174.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ALSTON BAY BOULEVARD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1539.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROADWAY, AN 18.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD FOR A DISTANCE OF 9.00 FEET TO THE NORTHERLY CORNER OF LOT 140 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 210.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 00°00'00" EAST, 49.50 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 95.00 FEET TO THE SOUTHERLY CORNER OF LOT 143 OF SAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RAFTON ROAD, A 54.00 FEET RIGHT-OF-WAY, FOR A DISTANCE OF 18.00 FEET TO THE EASTERLY CORNER OF TRACT UU, AN OPEN SPACE AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 148.00 FEET TO A POINT ON A LINE; THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 263.00 FEET TO THE EASTERLY CORNER OF LOT 139 OF SAID PLAT; THENCE, RUN SOUTH 45°00'00" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD FOR A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 7,337 SQUARE FEET, OR 0.1684 ACRES, MORE OR LESS.

PARCEL 17

A PORTION OF LAND LYING WITHIN “TRACT A” OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15” WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6”X6” CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45” EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN SOUTH 00°15'45” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52” WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15”, A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 174.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ALSTON BAY BOULEVARD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 45°00'00” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1663.58 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 67°30'00” WEST, 76.54 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00”, A DISTANCE OF 78.54 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 90°00'00” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 338.59 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 67°30'00” WEST, 76.54 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00”, A DISTANCE OF 78.54 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 45°00'00” WEST FOR A DISTANCE OF 244.99 FEET TO A PONT OF INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROADWAY, AN 18.00 FOOT RIGHT-OF-WAY, AS SHOWN IN THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00” EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD; THENCE, RUN NORTH 45°00'00” EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 9.00 FEET TO THE WESTERLY CORNER OF TRACT RR, AN OPEN SPACE AS SHOWN ON THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 45°00'00” EAST FOR A DISTANCE OF 78.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 90°00'00” EAST, 49.50 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00”, A DISTANCE OF 54.98 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN NORTH 45°00'00” EAST FOR A DISTANCE OF 342.88 FEET TO THE EASTERLY CORNER OF TRACT OO, AN OPEN SPACE , AS SHOWN ON THE AFORESAID PLAT SAID POINT BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 59°27'45" EAST, 12.64 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 29°16'59", A DISTANCE OF 12.78 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN SOUTH 44°49'15” EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD ROAD, A 54.00 FOOT RIGHT-OF-WAY, FOR A DISTANCE OF 5.76 FEET TO THE NORTHWESTERLY CORNER OF TRACT NN,

AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 346.02 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 90°00'00" WEST, 74.95 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 53.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 83.25 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 78.00 FEET TO THE NORTHERLY CORNER OF TRACT TT, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF AFORESAID ALSTON BAY BOULEVARD FOR A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 8,863 SQUARE FEET, OR 0.2035 ACRES, MORE OR LESS.

PARCEL 18

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FEET RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN NORTH 00°15'45" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 63.14 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°52'08" WEST, 106.31 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°15'45", A DISTANCE OF 118.15 FEET TO A POINT; THENCE, RUN SOUTH 90°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 195.88 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY, BEING A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARINGAND DISTANCE OF NORTH 04°41'32" EAST, 163.60 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 09°23'04", A DISTANCE OF 163.79 FEET TO A POINT; THENCE, RUN NORTH 00°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 83.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 106.07 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 117.81 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 90°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 91.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF RUCKMAN PLACE, A 32.00 FOOT RIGHT-OF-WAY; THENCE, RUN SOUTH 00°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF SEBURN ROAD; THENCE, RUN NORTH 90°00'00" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER OF LOT 308 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 131.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 10°36'41" WEST, 313.05 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 850.00 FEET, THROUGH A CENTRAL ANGLE OF 21°13'21", A DISTANCE OF 314.84 FEET TO

THE SOUTHWESTERLY CORNER OF LOT 302 OF THE AFORESAID PLAT; THENCE, RUN NORTH 66°00'00" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ARGENT AVENUE, A 50.00 FEET RIGHT-OF-WAY, FOR A DISTANCE OF 32.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 301 OF THE AFORESAID PLAT, ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 10°33'25" EAST, 299.73 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 818.00 FEET, THROUGH A CENTRAL ANGLE OF 21°06'50", A DISTANCE OF 301.44 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 00°00'00" WEST FOR A DISTANCE OF 131.94 FEET TO THE NORTHEAST CORNER OF LOT 296 OF THE AFORESAID PLAT; THENCE, RUN NORTH 90°00'00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).

CONTAINING 14,066 SQUARE FEET, OF 0.3229 ACRES, MORE OR LESS.

PARCEL 19

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 174.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ALSTON BAY BOULEVARD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 884.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF RUCKMAN PLACE, A 32.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD FOR A DISTANCE OF 16.00 FEET TO THE SOUTHERLY CORNER OF LOT 264 OF SAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 165.19 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 34°48'31" EAST, 289.47 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 818.00 FEET, THROUGH A CENTRAL ANGLE OF 20°22'58", A DISTANCE OF 291.00 FEET TO THE EASTERLY CORNER OF LOT 269 OF SAID PLAT; THENCE, RUN SOUTH 66°00'00" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ARGENT AVENUE, A 50.00 FEET RIGHT-OF-WAY, FOR A DISTANCE OF 32.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 256, ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH

34°47'49" WEST, 301.13 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 850.00 FEET, THROUGH A CENTRAL ANGLE OF 20°24'22", A DISTANCE OF 302.73 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 165.19 FEET TO THE WESTERLY CORNER OF LOT 263 OF SAID PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 32.00 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD FOR A DISTANCE OF 32.00 FEET THE POINT OF BEGINNING (POB).
CONTAINING 14,785 SQUARE FEET, OR 0.3439 ACRES, MORE OR LESS.

PARCEL 20

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 9 & 11 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FEET RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN SOUTH 00°15'45" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 802.87 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°37'52" WEST, 133.20 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 44°44'15", A DISTANCE OF 136.64 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 174.46 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ALSTON BAY BOULEVARD, A 54.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1207.00 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF PEAKHAM PLACE, A 32.00 FOOT RIGHT-OF-WAY, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD; THENCE, RUN NORTH 45°00'00" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD FOR A DISTANCE OF 16.00 FEET TO THE SOUTHERLY CORNER OF LOT 275 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 165.19 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 35°00'36" EAST, 171.74 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 495.00 FEET, THROUGH A CENTRAL ANGLE OF 19°58'48", A DISTANCE OF 172.61 FEET TO THE EASTERLY CORNER OF LOT 279 OF SAID PLAT; THENCE, RUN SOUTH 66°00'00" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ARGENT AVENUE, A 50.00 FEET RIGHT-OF-WAY, FOR A DISTANCE OF 32.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 270, ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 34°58'45" WEST, 183.40 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 527.00 FEET, THROUGH A CENTRAL ANGLE OF 20°02'31", A DISTANCE OF 184.34 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 165.19 FEET TO THE NORTHWESTERLY CORNER OF LOT 274 OF THE AFORESAID

PLAT; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 32.00 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD FOR A DISTANCE OF 32.00 FEET THE POINT OF BEGINNING (POB).
CONTAINING 10,996 SQUARE FEET, OR 0.2524 ACRES, MORE OR LESS.

PARCEL 21

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FEET RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN NORTH 00°15'45" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 63.14 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°52'08" WEST, 106.31 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°15'45", A DISTANCE OF 118.15 FEET TO A POINT; THENCE, RUN SOUTH 90°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 195.88 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY, BEING A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 04°41'32" EAST, 163.60 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 09°23'04", A DISTANCE OF 163.79 FEET TO A POINT; THENCE, RUN NORTH 00°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 83.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 106.07 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 117.81 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 90°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 414.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF PEAKHAM PLACE, A 32.00 FOOT RIGHT-OF-WAY; THENCE, RUN SOUTH 00°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD; THENCE, RUN NORTH 90°00'00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER OF LOT 295 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 00°00'00" WEST FOR A DISTANCE OF 131.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 09°45'31" WEST, 178.65 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 527.00 FEET, THROUGH A CENTRAL ANGLE OF 19°31'03", A DISTANCE OF 179.52 FEET TO THE SOUTHWESTERLY CORNER OF LOT 291 OF SAID PLAT; THENCE, RUN NORTH 66°00'00" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ARGENT AVENUE, A 50.00 FOOT RIGHT-OF-WAY, FOR A DISTANCE OF 32.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 290 OF THE AFORESAID PLAT, ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 09°36'49" EAST, 165.33 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF

495.00 FEET, THROUGH A CENTRAL ANGLE OF 19°13'37", A DISTANCE OF 166.11 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 131.94 FEET TO THE NORTHEASTERLY CORNER OF LOT 287 OF THE AFORESAID PLAT; THENCE, RUN NORTH 90°00'00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB).
CONTAINING 9,721 SQUARE FEET, OF 0.2232 ACRES, MORE OR LESS.

PARCEL 22

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FEET RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN NORTH 00°15'45" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 63.14 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°52'08" WEST, 106.31 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°15'45", A DISTANCE OF 118.15 FEET TO A POINT; THENCE, RUN SOUTH 90°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 195.88 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY, BEING A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 04°41'32" EAST, 163.60 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 09°23'04", A DISTANCE OF 163.79 FEET TO A POINT; THENCE, RUN NORTH 00°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 83.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 106.07 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 117.81 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 90°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 746.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROADWAY, AN 18.00 FEET RIGHT-OF-WAY; THENCE, RUN SOUTH 00°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD; THENCE, RUN NORTH 90°00'00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 9.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 286 OF THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 131.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 22°30'00" WEST, 143.89 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 147.65 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 165.19 FEET TO THE WESTERLY CORNER OF LOT 280 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD FOR A DISTANCE OF 18.00 FEET TO THE SOUTHERLY CORNER OF TRACT

QQ, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 88.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°00'00" WEST, 35.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT ON A TANGENTIAL LINE; THENCE, RUN NORTH 45°00'00" WEST FOR A DISTANCE OF 127.23 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 28°05'50" WEST, 34.31 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 59.00 FEET, THROUGH A CENTRAL ANGLE OF 33°48'20", A DISTANCE OF 34.81 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 50°35'50" WEST, 31.74 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 78°48'20", A DISTANCE OF 34.39 FEET TO A POINT ON A TANGENTIAL LINE, ALSO BEING ON THE NORTHWEST CORNER OF LOT 447 OF THE AFORESAID PLAT; THENCE, RUN NORTH 00°00'00" WEST FOR A DISTANCE OF 459.99 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 38°19'24" WEST, 22.75 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 14.50 FEET, THROUGH A CENTRAL ANGLE OF 103°21'11", A DISTANCE OF 26.16 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 13°21'11" EAST FOR A DISTANCE OF 105.98 FEET TO THE SOUTHWESTERLY CORNER OF TRACT NNN, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT, ALSO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 75°56'01" WEST, 18.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ALSTON BAY BOULEVARD, HAVING A RADIUS OF 127.00 FEET, THROUGH A CENTRAL ANGLE OF 08°07'41", A DISTANCE OF 18.02 FEET TO THE SOUTHEASTERLY CORNER OF TRACT BB, AN OPEN SPACE, AS SHOWN ON AFOREMENTIONED PLAT; THENCE, RUN NORTH 13°21'11" WEST FOR A DISTANCE OF 107.22 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 62°04'25" WEST, 21.79 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 14.50 FEET, THROUGH A CENTRAL ANGLE OF 97°26'27", A DISTANCE OF 24.66 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 57°06'11" WEST, 69.61 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 166.00 FEET, THROUGH A CENTRAL ANGLE OF 24°12'21", A DISTANCE OF 70.13 FEET TO A POINT ON A TANGENTIAL LINE, THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 641.08 FEET TO THE WESTERLY CORNER OF TRACT T, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 18.00 FEET TO THE SOUTHERLY CORNER OF TRACT S, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 641.07 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 67°30'00" EAST, 140.83 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 184.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 144.51 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 676.33 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°59'37" EAST, 35.35 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'13", A DISTANCE OF 39.26 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 00°00'00" WEST FOR A DISTANCE OF 88.00 FEET TO THE NORTHEAST CORNER OF TRACT II, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 90°00'00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING (POB).

LESS AND EXCEPT THAT PORTION OF TRACT KK, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT.
CONTAINING 41,524 SQUARE FEET, OF 0.9532 ACRES, MORE OR LESS.

PARCEL 23

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE OF 30.00 FEET TO A RECOVERED 6"X6" CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FEET RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN NORTH 00°15'45" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 63.14 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°52'08" WEST, 106.31 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°15'45", A DISTANCE OF 118.15 FEET TO A POINT; THENCE, RUN SOUTH 90°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 195.88 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY, BEING A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 04°41'32" EAST, 163.60 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 09°23'04", A DISTANCE OF 163.79 FEET TO A POINT; THENCE, RUN NORTH 00°00'00" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 83.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 106.07 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 117.81 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 90°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 807.54 FEET TO THE INTERSECTION WITH THE CENTERLINE OF A PRIVATE ROAD WAY, A 18 FOOT RIGHT-OF-WAY; THENCE, RUN NORTH 00°00'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD; THENCE RUN NORTH 90°00'00" WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 9.00 FEET TO THE SOUTHEASTERLY CORNER OF TRACT K, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 00°00'00" WEST FOR A DISTANCE OF 78.00 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00" WEST, 49.50 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 54.98 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 90°00'00" WEST FOR A DISTANCE OF 682.93 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 83°48'43" WEST, 8.84 FEET ; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 41.00 FEET, THROUGH A CENTRAL ANGLE OF 12°22'34", A DISTANCE OF 8.86 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 77°37'26" WEST FOR A DISTANCE OF 60.35 FEET TO THE BEGINNING OF A TANGENTIAL

CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 70°49'07" WEST, 9.72 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 41.00 FEET, THROUGH A CENTRAL ANGLE OF 13°36'39", A DISTANCE OF 9.74 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 64°00'47" WEST FOR A DISTANCE OF 143.97 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 54°30'24" WEST, 13.54 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 41.00 FEET, THROUGH A CENTRAL ANGLE OF 19°00'47", A DISTANCE OF 13.61 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 45°00'00" WEST FOR A DISTANCE OF 61.99 FEET TO THE WESTERLY CORNER OF TRACT Q, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT, ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAYBROOKE PLACE, A 32.00 FOOT RIGHT-OF-WAY; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 123.80 FEET TO THE SOUTHERLY CORNER OF TRACT Q; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 32.00 FEET TO THE EASTERLY CORNER OF TRACT MMM, AN OPEN SPACE, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 45°00'00" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAYBROOKE PLACE FOR A DISTANCE OF 180.00 TO THE NORTHERLY CORNER OF LOT 368 OF THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 32.00 FEET TO A POINT; THENCE, RUN SOUTH 45°00'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 29.70 FEET TO A POINT; THENCE, RUN NORTH 45°00'00" EAST FOR A DISTANCE OF 61.99 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 54°30'24" EAST, 22.30 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET, THROUGH A CENTRAL ANGLE OF 19°00'47", A DISTANCE OF 22.40 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 64°00'47" EAST FOR A DISTANCE OF 143.97 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 70°49'07" EAST, 16.00 FEET;

THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET, THROUGH A CENTRAL ANGLE OF 13°36'39", A DISTANCE OF 16.03 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 77°37'26" EAST FOR A DISTANCE OF 60.35 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 83°48'43" EAST, 14.55 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.50 FEET, THROUGH A CENTRAL ANGLE OF 12°22'34", A DISTANCE OF 14.58 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 682.93 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45°00'00" EAST, 74.95 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 53.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 83.25 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 86.50 FEET TO THE SOUTHWESTERLY CORNER OF TRACT P, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 90°00'00" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING (POB).

CONTAINING 35,145 SQUARE FEET, OF 0.8068 ACRES, MORE OR LESS.

PARCEL 24

A PORTION OF LAND LYING WITHIN "TRACT A" OF EMERSON PARK, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 68, PAGE 1 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RECOVERED RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE, RUN NORTH 89°44'15" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION FOR A DISTANCE

OF 30.00 FEET TO A RECOVERED 6”X6” CONCRETE MONUMENT MARKING THE WEST RIGHT-OF-WAY LINE OF MARDEN ROAD, A 60.00 FEET RIGHT-OF-WAY; THENCE, RUN NORTH 00°15'45” EAST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 666.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF MORGA DRIVE, AN 85.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE, RUN NORTH 89°44'15” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 182.00 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SUNBOW AVENUE, A 54.00 FEET RIGHT-OF-WAY, AS SHOWN IN SAID PLAT; THENCE RUN NORTH 00°15'45” EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 63.14 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°52'08” WEST, 106.31 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°15'45”, A DISTANCE OF 118.15 FEET TO A POINT; THENCE, RUN SOUTH 90°00'00” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 195.88 FEET TO THE INTERSECTION WITH THE CENTERLINE OF SEBURN ROAD, A 54.00 FOOT RIGHT-OF-WAY, BEING A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 04°41'32” EAST, 163.60 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 09°23'04”, A DISTANCE OF 163.79 FEET TO A POINT; THENCE, RUN NORTH 00°00'00” EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 83.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 45°00'00” WEST, 106.07 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00”, A DISTANCE OF 117.81 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 90°00'00” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1486.98 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 67°30'00” WEST, 191.34 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 45°00'00”, A DISTANCE OF 196.35 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 45°00'00” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 319.74 FEET TO THE INTERSECTION WITH THE CENTERLINE OF VASEY ROAD, A 32.00 RIGHT-OF-WAY; THENCE, RUN NORTH 45°00'00” WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 27.00 FEET TO A POINT ON SAID CENTERLINE, ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD; THENCE, RUN SOUTH 45°00'00” WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.00 FEET TO THE EASTERLY CORNER OF TRACT LLL, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT, ALSO BEING THE POINT OF BEGINNING (POB); THENCE, RUN NORTH 45°00'00” WEST FOR A DISTANCE OF 156.03 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 89°59'17” WEST, 48.09 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.00 FEET, THROUGH A CENTRAL ANGLE OF 90°01'26”, A DISTANCE OF 53.42 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 44°58'34” WEST FOR A DISTANCE OF 167.99 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 00°00'43” EAST, 48.07 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 34.00 FEET, THROUGH A CENTRAL ANGLE OF 89°58'34”, A DISTANCE OF 53.39 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 45°00'00” EAST FOR A DISTANCE OF 155.96 FEET TO THE SOUTHERLY CORNER OF TRACT LLL; THENCE, RUN SOUTH 45°00'00” WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 32.00 FEET TO THE NORTHEASTERLY CORNER OF TRACT R, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN NORTH 45°00'00” WEST FOR A DISTANCE OF 155.96 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°00'43” WEST , 93.32 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 66.00 FEET, THROUGH A CENTRAL ANGLE OF 89°58'34”, A DISTANCE OF 103.65 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN NORTH 44°58'34” EAST FOR A DISTANCE OF 167.99 FEET TO THE

BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF NORTH 89°59'17" EAST, 93.36 FEET; THENCE, RUN ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 66.00 FEET, THROUGH A CENTRAL ANGLE OF 90°01'26", A DISTANCE OF 103.70 FEET TO A POINT ON A TANGENT LINE; THENCE, RUN SOUTH 45°00'00" EAST FOR A DISTANCE OF 156.03 FEET TO THE SOUTHERLY CORNER OF TRACT MMM, AN OPEN SPACE, AS SHOWN ON THE AFORESAID PLAT; THENCE, RUN SOUTH 45°00'00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEBURN ROAD FOR A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING (POB). CONTAINING 20,386 SQUARE FEET, OF 0.4680 ACRES, MORE OR LESS.

CONTAINING 1,371,228 SQUARE FEET, OR 31.4747 ACRES, MORE OR LESS.

EXHIBIT "C"
FORM OF WARRANTY DEED OF DEDICATION

[Exhibit Begins on Next Page]

Prepared by:
Mark Johnson, Esq.
1545 Raymond Diehl Rd, Suite 300
Tallahassee, Florida 32308

Return to:
City Clerk
City of Apopka
120 E Main Street
Apopka, Florida 32703

Parcel Number: Portion of 20-21-28-2522-00-001

WARRANTY DEED OF DEDICATION

THIS WARRANTY DEED OF DEDICATION, (this "Deed") executed this __ day of _____, 2025 by **EMERSON PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation whose address 1255 Tallow Road, Apopka, Florida 32703 ("Grantor"), and the **CITY OF APOPKA,** a Florida municipal corporation ("Grantee") whose address is 120 E Main Street, Apopka, Florida 32703.

Granting Clause

WITNESSETH, that the Grantor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto the Grantee forever, all the right, title, interest, claim, and demand in and to the following described parcel of land for public right-of-way purposes, subject to the other provisions of this Deed, and all improvements and appurtenances thereto, in Orange County, Florida (the "Property") to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Description of Property Dedicated

The property interest dedicated to the public by this Deed is an easement for public right-of-way purposes over the Property, subject to the other provisions of this Deed.

Consideration

This dedication is made in consideration of the many benefits Grantee has conferred on the citizens of Apopka, Florida, including the repaving and repair of the roadways constituting the Property.

Exceptions, Reservations, and Restrictions

The conveyance of this Property is made subject to the exceptions listed on **Exhibit "B"** attached hereto and by this reference, incorporated herein ("Permitted Encumbrances").

Grantor reserves unto itself and its successors and/or assigns all right, title, and interest in any pipes, facilities (including, but not limited to, any pipes, inlets or manholes related to drainage facilities

within the Property), utilities, or other improvements within the Property, other than the roadways, sidewalks, street signs, curbs, and any improvements already maintained by Grantee, including water, sewer and reclaimed water facilities located within the Property (the "Excluded Facilities"). Grantor shall remain solely responsible for the maintenance, repair and replacement of the Excluded Facilities, including costs (without limitation) to repair the Property if any damage results from the maintenance, repair or replacement of any Excluded Facilities.

Parties Bound by This Deed

The covenants made in this Deed are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's heirs, personal representatives, successors, and assigns.

Warranty of Title

Grantor covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell, convey and dedicate the Property; that it hereby fully warrants the title to the Property and that Grantor will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024 and the Permitted Encumbrances.

Acceptance of Dedication

By execution hereof, Grantee formally accepts the dedication of the Property for public right-of-way purposes as authorized by Ordinance No. 2025-_____ attached hereto as **Exhibit "C"**.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed this Deed on the date written above.

GRANTOR:

WITNESSES:

EMERSON PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

_____
Print Name: _____
Address: _____
_____

By:_____
Printed Name:_____
Title: _____

Date:_____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization, this _____ day of _____, 2025, by _____ _____, as _____ of Emerson Park Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. Said person is (__) personally known to me or (__) produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

ACCEPTANCE OF DEDICATION BY GRANTEE:

WITNESSES:

CITY OF APOPKA, a Florida municipal corporation

_____
Print Name: _____
Address: _____
_____

By:_____

Printed Name:_____

Title: _____

_____
Print Name: _____
Address: _____
_____

ATTEST:

_____
City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization this _____ day of _____, 2025, by _____, as _____ of the City of Apopka, Florida. Said person (__) is personally known to me or (__) has produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

[to be attached prior to recording]

EXHIBIT "B"

EXCEPTIONS

[Subject to further update and revision prior to recording]

1. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

2. Plat of Emerson Park recorded in Plat Book 68, Pages 1 through 17, inclusive, and as affected by Surveyor's Affidavit recorded in Official Records Book 9206, Page 552.

3. Distribution Easement in favor of Florida Power Corporation recorded in Official Records Book 3124, Page 2790, together with Stipulated Final Judgment as to Florida Power Corporation's Interest in Parcels 63-117 recorded in Official Records Book 5594, Page 4651 and Subordination of Easements Agreement recorded in Official Records Book 5527, Page 4501.

4. Master Deed Restrictions recorded in Official Records Book 7454, Page 1508.

5. Emerson Park Developer's Agreement recorded in Official Records Book 8277, Page 3533; together with Emerson Park Amended and Restated Developer's Agreement recorded in Official Records Book 8575, Page 1783; Partial Assignment and Assumption of Development Duties and Obligations and Development Timing Agreement recorded in Official Records Book 9110, Page 2974; Amendment recorded in Official Records Book 10312, Page 918; Assignment and Assumption of Amended and Restated Development Agreement with the City of Apopka (as amended) and Partial Assignment and Assumption of Development Duties and Obligations and Development Timing Agreement with the Residences at Emerson Park, LLC recorded in Official Records Book 10315, Page 3021.

6. Memorandum of Agreement in favor of Bright House Networks, LLC, recorded in Official Records Book 8911, Page 3565.

7. INTENTIONALLY DELETED.

8. Declaration of Covenants, Conditions and Restrictions for Emerson Park recorded in Official Records Book 9061, Page 211; together with Assignment and Assumption of Declarant's Rights and Obligations recorded in Official Records Book 10315, Page 3012; amended in Official Records Book 10685, Page 5204; Official Records Book 10805, Page 5479; and Official Records Instrument No. 20170426115.

9. Restriction contained in Special Warranty Deed recorded in Official Records Book 9061, Page 333.

10. Declaration of Covenants, Conditions, Restrictions and Easement recorded in Official Records Book 9110, Page 2962.

11. Infrastructure and Easement Agreement (Emerson Park) by and between The Residences at Emerson Park, LLC, a Florida limited liability company and Centex Homes, a Nevada general partnership recorded in Official Records Book 9110, Page 2983, Representation, Indemnity and Assumption Agreement recorded in Official Records Book 10315, Page 3030.

12. INTENTIONALLY DELETED.

13. Ingress/Egress and Utilities Easement Agreement by and between the Emerson Park Homeowner's Association, Inc., a Florida not-for-profit corporation and Centex Homes, a Nevada general partnership recorded in Official Records Book 10315, Page 2975.

14. INTENTIONALLY DELETED.

15. Subject to drainage easement contained in the Special Warranty Deed recorded in Official Records Book 10692, Page 5890.

16. Property Development Agreement by Emerson Park Homeowners' Association, Inc, The Residences at Emerson Park, LLC, and Alston Bay Blvd LLC, recorded as Official Records Instrument No. 20180518925.

17. Subject to Easement contained in the Special Warranty Deed recorded as Official Records Instrument No. 20180518926.

18. Reciprocal Easements, Covenants and Restrictions Agreement by and between The Residences at Emerson Park, LLC, a Florida limited liability company and Alston Bay Blvd LLC, a Delaware limited liability company recorded as Official Records Instrument No. 20190116228.

19. Temporary Construction and Emergency Access Easement in favor of Park Square Enterprises, LLC, a Delaware limited liability company recorded as Official Records Instrument No. 20220399051.

NOTE: All recording references in this exhibit shall refer to the public records of Orange County, Florida, unless otherwise noted.

EXHIBIT "C"

CITY'S AUTHORIZING RESOLUTION

[to be attached at recording]

EXHIBIT "D"
FORM EASEMENT

[Exhibit Begins on Next Page]

Prepared by:
Mark Johnson, Esq.
1545 Raymond Diehl Rd, Suite 300
Tallahassee, Florida 32308

Return to:
City Clerk
City of Apopka
120 E Main Street
Apopka, Florida 32703

Parcel Number: 20-21-28-2522-00-001

TEMPORARY CONSTRUCTION EASEMENT FOR ROADWAY IMPROVEMENTS AND RIGHT OF WAY EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT FOR ROADWAY IMPROVEMENTS AND RIGHT OF WAY EASEMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2025 between **EMERSON PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation whose address 1255 Tallow Road, Apopka, Florida 32703 ("Grantor"), and the **CITY OF APOPKA,** a Florida municipal corporation ("City") whose address is 120 E Main Street, Apopka, Florida 32703.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real property located in Apopka, Orange County, Florida, more particularly described as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, pursuant to that certain unrecorded Agreement for Temporary Construction Agreement and Right-of-Way Dedication, which is incorporated herein by this reference (the "Dedication Agreement"), City is constructing certain roadway infrastructure and improvements and repairs to the existing roadways and sidewalks located on the Property ("Roadway Improvements"); and

WHEREAS, as part of the consideration to induce City to make the Roadway Improvements, Grantor has agreed to grant City a temporary construction easement over the Property, and following the completion of the Roadway Improvements, to dedicate a portion of the Property to City for right-of-way purposes; and

WHEREAS, Grantor desires to grant and convey to City a temporary construction easement (the "Easement") to, over, under, upon, across and through the Property for the purpose of construction, installation, access, and repair of right-of-way improvements by City, or its employees, agents or designees and to be completed in connection with the Roadway Improvements; and

WHEREAS, pursuant to the Dedication Agreement, upon completion of the Roadway Improvements by City, Grantor has agreed to convey a portion of the Property, as more particularly described on **Exhibit "B"** attached hereto and by this reference incorporated herein (the "Dedication Area") to the City; and

WHEREAS, Grantor warrants that it has full authority to grant this Easement, and to dedicate the Dedication Area to City.

NOW, **THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and City agree as follows:

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

2. Grant of Temporary Construction Easement. Grantor does hereby create, grant, convey and declare to exist, for the benefit of City and its agents, contractors, employees and licensees, a temporary construction easement to, over, under, upon, across and through the Property for the purposes of construction, installation, access, and repair of the Property in connection with completion of the Roadway Improvements.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Property for its intended purposes; including, specifically: (i) the construction, installation, access, and repair of the Roadway Improvements on the Property; and (ii) the on-site storing of equipment, vehicles and materials associated with the Roadway Improvements (the "Improvement Materials"). If City and its agents, licensees and contractors elect to store any of the Improvement Materials on-site, any such Improvement Materials may only be stored along Sunbow Avenue, which is located on the Property and identified on the Plat of Emerson Park, recorded at Plat Book 68, Pages 1 through 17 of the Public Records of Orange County, Florida.

4. Reserved.

5. Automatic Conversion Upon Failure to Dedicate. Should Grantor fail to convey the Dedication Area to City by October 31, 2025 in accordance with the terms of the Dedication Agreement, the temporary construction easement identified in Section 2 above will automatically convert to and become a permanent right-of-way easement for the benefit of the City and the public over the Dedication Area (the "ROW Easement") and such ROW Easement shall run with the Property in perpetuity; provided, however, that such ROW Easement shall not include any right or obligation to use or maintain any pipes, facilities (including, but not limited to, any pipes, inlets or manholes related to drainage facilities within the Dedication Area), utilities, or other improvements within the Dedication Area, other than the roadways, sidewalks, street signs, curbs, and any improvements already maintained by City, including water, sewer and reclaimed water located within the Dedication Area (the "Excluded Facilities"). Grantor shall remain solely responsible for the maintenance, repair and replacement of the Excluded Facilities, including

costs (without limitation) to repair the Roadway Improvements if any damage results from the maintenance, repair or replacement of any Excluded Facilities. Grantor shall execute and deliver for recording such instruments as City may reasonably request to give effect to and confirm the conversion to a permanent easement under this Section 5.

The City may evidence the automatic conversion provided for in this Section 5 by recording of a notice of conversion in the Public Records of Orange County, Florida. Notwithstanding the foregoing, the automatic conversion of this Easement to the ROW Easement shall occur regardless of whether such notice is actually recorded by the City.

6. Use. Use of the Property and entry upon the Property by the City will at all times conform to and comply with the terms of this Agreement and all applicable governmental regulations now in existence or hereafter created.

7. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Property shall terminate upon the earlier of: (i) conveyance of the Dedication Area to City; or (ii) three (3) years after the date of this Agreement, unless this Easement is converted to a permanent right-of-way easement as described in Section 5 herein.

8. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property; (ii) Grantor has good right and lawful authority to grant the Easement over the Property, and (iii) the Property is not encumbered by any mortgages or other matters that would prohibit the use of the Property for the purposes contemplated herein.

9. Litigation and Attorney's Fees. In the event it shall be necessary for Grantor or City to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

10. Sovereign Immunity. Nothing contained in this Agreement is intended to nor shall it be construed as a waiver by City of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. City, being a municipal entity, as referenced in Section 768.28, Florida Statutes, agrees to be responsible to the limits set forth in such statute for its own negligent acts or intentional tortious actions, which result in claims or suits against the either party, and agrees to be liable only to such to the statutory limits, whether applicable or not, for any damages proximately caused by said acts or omission, or intentional tortious acts.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12. Recordation. The original of this Agreement shall be recorded in the Public Records of Orange County, Florida, at the expense of the City.

13. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in **Exhibit "A"** and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

14. Acknowledgement. Grantor acknowledges that this instrument has been prepared by Bryant Miller Olive P.A., as counsel for City. Grantor has had the full opportunity to consult with its own independent counsel prior to executing this instrument.

(*Remainder of this page is intentionally left blank*)

IN WITNESS WHEREOF, Grantor and City have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

GRANTOR:

WITNESSES:

EMERSON PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

_____
Print Name: _____
Address: _____
_____

By:_____
Printed Name:_____
Title: _____

_____
Print Name: _____
Address: _____
_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization, this _____ day of _____, 2025, by _____ _____, as _____ of Emerson Park Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. Said person is (__) personally known to me or (__) produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

CITY:

WITNESSES:

CITY OF APOPKA, a Florida municipal corporation

_____
Print Name: _____
Address: _____
_____

By:_____

Printed Name:_____

Title: _____

_____
Print Name: _____
Address: _____
_____

ATTEST:

_____
City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of (__) physical presence or (__) online notarization this _____ day of _____, 2025, by _____, as _____ of the City of Apopka, Florida. Said person (__) is personally known to me or (__) has produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

"TRACT A", EMERSON PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 68, PAGES 1 THROUGH 17 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO LYING IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 28 EAST OF CITY OF APOPKA, ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

DEDICATION AREA LEGAL DESCRIPTION

[to be attached prior to recording]

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 3.
Meeting Date: April 16, 2025
Department: Public Services

SUBJECT:
Resolution No. 2025-18 - FDOT Contract No. AT283 - FPN: 244296-2-78-03

REQUEST:
Adopt Resolution No. 2025-18 and authorize the Mayor to execute the Highway Maintenance Memorandum of Agreement Contract ST283
Financial Project Number 244296-2-78-03

SUMMARY:
The Florida Department of Transportation enters into agreements with local governments for maintenance of state facilities that reside within the local governments' jurisdictional boundaries. The City currently has in place a Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation.

The types of highway maintenance covered under this agreement are primarily related to ongoing maintenance tasks such as mowing and ditch maintenance. It also includes pothole and sidewalk repair in the road rights-of-way that fall within the project limits. The agreement does not include large tasks such as resurfacing or capacity improvements. Exhibit C of the agreement shows the maintenance activities the City has elected to provide. The project limits are SR 436 from the Seminole County Line to US 441 and US 441 from Benbow Court to Orange Avenue.

Per the agreement, the Florida Department of Transportation agrees to pay the City $34,979.50 per quarter, totaling $139,918.00 per year. The remaining term of this agreement is one (1) year.

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Adopt Resolution No. 2025-18 and authorize the Mayor to execute the Highway Maintenance Memorandum of Agreement Contract AT283
Financial Project Numbre 244296-2-78-03

ATTACHMENTS:
1. Resolution 2025-18 for Project FPN 244296-2-78-03
2. FDOT - MOA Contract No.: AT283 Apopka

RESOLUTION 2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AUTHORIZING THE CITY OF APOPKA TO MAKE, EXECUTE, AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT FOR CONTRACT NUMBER AT283, PROJECT FPN 244296-2-78-03; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") and the City of Apopka desire to enter into a Highway Maintenance Memorandum of Agreement whereby the City of Apopka will be responsible for certain routine maintenance activities of certain state roads in return for compensation from the FDOT; and

WHEREAS, FDOT requires the City of Apopka to execute and deliver to it the Highway Maintenance Memorandum of Agreement for Contract ASP283, Project FPN 244296-2-78-03.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Apopka, Florida, that:

Section I. The foregoing "Whereas" clauses are hereby adopted and incorporated herein as forming the legislative and administrative findings, purpose, and intent of this Resolution.

Section II. The City Council hereby authorizes the Mayor to make, execute, and deliver to FDOT the Highway Maintenance Memorandum of Agreement for Contract ASP283, Project FPN 244296-2-78-03.

Section III. This Resolution shall become effective upon final adoption by the City Council.

ADOPTED: _____

ATTEST:

CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA

_____
Susan Bone, City Clerk

_____
Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

_____
Clifford B. Shepard, City Attorney

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

CONTRACT NO.: AT283

FINANCIAL PROJECT NO.:244296-2-78-03

This AGREEMENT, entered this _____th day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Apopka, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality**,** has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____day of_____, 20____ attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications**:**

   a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of one (1) year from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any 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 under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.

COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $43,724.25 per quarter, equating to $174,897.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Brahim Sahraoui. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) 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 **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager
Name: Brahim Sahraoui
Address: 2400 Camp Road Oviedo, FL 32765
Telephone: 407-278-2771
Email: brahim.sahraoui@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

Title: City Clerk
Name: Susan Bone
Address: 120 East Main Street Apopka, FL 32703
Telephone: 407-703-1704
Email: SBone@Apopka.net

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**
   a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
   b) 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 contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

_____
Printed Name & Title

Attest: _____

_____
Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E. District Maintenance Engineer_____
Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager_____
Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
75020	500	SR 500 From Benbow Court (MP 8.299) to Orange Ave in Plymouth (MP 14.763)	6.646 mi.
75120	436	SR 436 From SR 500 MP (0.000) East to Seminole County Line (MP 2.200)	2.200 mi.
75120-001	436	SR 436 Ramp from US 441 (MP 0,00) to Sheeler Rd. (MP 0.384)	0.384 mi.
75120-002	436	SR 436 Ramp From US 441 (MP 0.000) to (MP 0.224)	0.224 mi.
75120-003	436	SR 436 From Sheeler to US 441 (MP 0.00) to (MP 0.152)	0.152 mi.

EXHIBIT C

MAINTENANCE ACTIVITIES:
(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☒	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☒	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☒	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☒	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☒	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☒	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	**Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
☐	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☐	494	**Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	**Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	**Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	**Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☒	542	**Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	**Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☐	545	**Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
☒	411	Asphalt Repair: Repair of roadway pavement depressions, edge raveling, potholes and leveling of pavement irregularities with hot or cold plant mix material by hand labor.
☒	424	Concrete Slope Pavement Joint Repair: Clean all open joints and weep holes in concrete pavement. Fill all vertical joints and all open horizontal joints and cracks with sealant material.
☒	432	Shoulder Repair: Repair non-paved shoulders by adding suitable material, or by lowering high areas to include minor work on slopes, ditches and turnouts.
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