

APOPKA CITY COUNCIL AGENDA

October 1, 2025 1:30 PM

Apopka City Hall Council Chambers

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

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

CALL TO ORDER

INVOCATION

PLEDGE

PUBLIC COMMENT PERIOD

The Public Comment Period is for City-related matters that are not on today's Agenda as business items or public hearings. If you are here to speak for a matter that requires a public hearing, please wait for that item to come up on the agenda. The Public Comment period will be held to a total of thirty (30) minutes. Each speaker will be given three (3) minutes to speak. If you are here for the Public Comment Period, please fill out a GREEN Intent to Speak Form and provide it to the City Clerk prior to the start of the meeting. When the Mayor calls for Public Comment Period, the City Clerk will read the submitted GREEN Intent to Speak Forms in the order they were received. Should a large number of citizens submit public comment period speaker cards, the speaking time per citizen may be reduced to a minimum of two (2) minutes per speaker, to give as many citizens an opportunity to speak as possible during the Public Comment Period. Groups of citizens who wish to speak on the same item or concern may elect a spokesperson to speak on their behalf, in which case an additional one (1) minute will be given to the spokesperson's time per citizen, up to six (6) minutes total. Citizens wishing to elect a spokesperson must be present during the public comment period, indicate the spokesperson on their Intent to Speak forms, and submit their forms together to the City Clerk. If you wish to speak on one of the business items or public hearing items, please fill out a WHITE Intent to Speak Form and provide it to the City Clerk prior to the start of the meeting. Once the item has been presented, the Mayor will call for Public Comment on that specific item. At that time, the City Clerk will read the submitted WHITE Intent to Speak Forms for the current item, in the order they were received. Each speaker will be given three (3) minutes to speak. Please refer to Resolution No. 2025-19 for further information regarding Public Participation Policy & Procedures for addressing the City Council.

APPROVAL OF MINUTES

1. **First City Council Budget Hearing Minutes of September 3, 2025**
2. **Final City Council Budget Hearing Minutes of September 17, 2025.**
3. **Approval of Regular Meeting Minutes of September 17, 2025.**

AGENDA REVIEW

PRESENTATION

1. **Legislative Update with Senator LaVon Bracy Davis and Representative Doug Bankson**
Presented by: Bryan Nelson, Mayor

CONSENT (Action Item)

1. **Notification of Application and Acceptance for BJA Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant JAG-Countywide (JAGC) Program**
2. **Ondich South – School Concurrency Mitigation Agreement**

3. **Authorize the Issuance of Evaluated Source Memos: Mullinax Ford, People Ready, and Recycle Services of Florida, Inc.**
4. **Authorize the issuance of Sole Source Memos: Cummins Power, Environmental Products, Guardian Equipment, Inc., Nextran Truck Centers of Orlando Florida, Southern Sewer Equipment Sales and Services, Inc., Weatherstem, and Florida Bullet.**
5. **Authorize the execution of piggyback contracts for the assigned terms: Jose De La Torre, Jr. dba Precision Construction, Wastequip Manufacturing Company, LLC, and Hubbard Construction Company.**

BUSINESS (Action Item)

1. **Joint Planning Area Agreement (JPA) 4th Amendment**
Presented by: Bobby Howell, Planning Manager
2. **Utility Upsize Agreement – Ondich South**
Presented by: Vladimir Simonovski, Public Works Director
3. **Authorization for street closure for Apopka High School and Wekiva High School Band Showcase**
Presented by: Cynthia Edwards, Interim Parks & Recreation Director

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. **Ordinance No. 3119 - Second Reading - Future Land Use Amendment - Cold Link Logistics**
Owner(s): MG88 Central Florida Cold Storage II LLC
Applicant(s): Joshua Enot
Location: 2424 & 2428 W Orange Blossom Trail
Project: 0.38 Acres +/-
Density: 0.6 MAX FAR
Project Manager: Amer Hamza
Presented by: Amer Hamza, Planner
2. **Ordinance No. 3120 - Second Reading - Change of Zoning - Cold Link Logistics**
Owner(s): MG88 Central Florida Cold Storage II LLC
Applicant(s): Joshua Enot
Location: 2424 & 2428 W Orange Blossom Trail
Project: 0.38 Acres +/-
Density: N/A
Project Manager: Amer Hamza
Presented by: Amer Hamza, Planner
3. **Ordinance No. 3121 – First Reading Small-Scale Future Land Use Amendment – 155 M A Board Street**
Owner(s): Magic Houses LLC
Applicant(s): Amr Gawad
Location: 155 M A Board Street
Project: Small-Scale Future Land Use Amendment
Existing Density: 10 DU/A
Proposed Density: 15 DU/A
Project Manager: Jun Sohn, Ph.D.
4. **Ordinance No. 3127 - First Reading - Meter Tampering Fines**
Presented by: Blanche Sherman, Finance Director
5. **Resolution Number 2025-42 Establishing penalties for construction activity constructed outside posted construction hours.**
Presented by: John Hanson, Building Official

6. **Resolution No. 2025-43 - Determining the Necessity and Public Purpose of a Certain Real Property (Greenbrier Property) Within the City for Right-of-Way and Infrastructure Improvements and Other Necessary Lawful Purposes**

Presented by: Cliff Shepard

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

1. **Utilities Meter Replacement Program Status Update**

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

ADJOURNMENT

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

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

CITY OF APOPKA MINUTES

Minutes of the City of Apopka First Budget Hearing Meeting held on September 3, 2025 at 9:20 PM, in the City of Apopka Council Chambers.

CALL TO ORDER

ROLL CALL:

- Mayor Bryan Nelson
- Commissioner Diane Velazquez
- Commissioner Nick Nesta
- Commissioner Alexander Smith
- Commissioner Nadia Anderson
- Attorney Andrew Hand

NEW BUSINESS (ACTION ITEMS)

1. **Resolution No. 2025-27 - Imposing the Uniform Method of Collections for Non-Ad Valorem Special Assessments levied within the Ponkan Reserve Street Lighting District.**

Presented by: Vladimir Simonovski, Public Works Director.

Mayor Nelson opened public comment period. There being no one who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution 2025-27.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez**.
- c. **Motion carried unanimously.**

2. **Resolution No. 2025-28 - Imposing the Uniform Method of Collections for Non-Ad Valorem Special Assessments levied within the Hammock at Rock Springs Street Lighting District.**

Presented by: Vladimir Simonovski, Public Works Director

Mayor Nelson opened public comment period. There being no one who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution 2025-28.
- b. **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta**.
- c. **Motion carried unanimously.**

3. **Resolution No. 2025-29 - Imposing the Uniform Method of Collections for Non-Ad Valorem Special Assessments levied within the Residences at Emerson Park Street Lighting District.**

Presented by: Vladimir Simonovski, Public Works Director

Mayor Nelson opened public comment period. There being no one who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution 2025-29.
- b. **Motion by Commissioner Nesta** and seconded by **Commissioner Smith**.
- c. **Motion carried unanimously.**

4. **Resolution No. 2025-30 Imposing the Uniform Method of Collections for Non-Ad Valorem Special Assessments levied within the Crossroads at Kelly Park Development Part of the West Kelly Park Street Lighting District.**

Presented by: Vladimir Simonovski, Public Works Director

Mayor Nelson opened public comment period. There being no one who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution 2025-30.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez**.
- c. **Motion carried unanimously.**

5. **Resolution No. 2025-31 -Imposing the Uniform Method of Collections for Non-Ad Valorem Special Assessments levied within the Wyld Oaks Development Part of the West Kelly Park Street Lighting District.**

Presented by: Vladimir Simonovski, Public Works Director

Mayor Nelson opened public comment period. There being no one who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution 2025-31.
- b. **Motion by Commissioner Velazquez** and seconded by **Commissioner Nesta**.
- c. **Motion carried unanimously.**

6. **Resolution 2025-39 Imposing the Uniform Method of Collections for Non-Ad Valorem Special Assessments levied within the City of Apopka for the Stormwater Utility.**

Presented by: Vladimir Simonovski, Public Works Director

Mayor Nelson opened public comment period. There being no one who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution 2025-39.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta**.
- c. **Motion carried 4 to 1, with Commissioner Anderson voting Nay.**

7. **Announce and Adopt Tentative Millage Rate of 4.4376, which is a .52% increase over the Rollback rate of 4.4146**

Presented by: Blanche Sherman, Finance Director

Mayor Nelson opened public comment period.

Rod Olson – Budgeting, 5-year trend analysis, budget amendments, committees.

There being no one else who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to adopt Tentative Millage Rate of 4.4376, which is a .52% increase over the Rollback rate of 4.4146.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez**.
- c. **Motion carried unanimously.**

8. **Adopt a Tentative Budget and any Adjustments Resulting from the Public Hearing.**

Presented by: Blanche Sherman, Finance Director

Mayor Nelson opened public comment period.

Rod Olson – 5-year budget, budget analysis.

There being no one else who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve the Tentative Budget and any adjustments resulting from the Public Hearing.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez**.
- c. **Motion carried 4 to 0, with Commissioner Nesta abstaining from the vote.**

9. **Announce Final Millage Rate & Budget Hearing: September 17, 2025 at 6:00 p.m.**

Presented by: Blanche Sherman, Finance Director

Mayor Nelson announced the Final Millage Rate & Budget Hearing date as September 17, 2025 at 6:00 pm.

ADJOURNMENT

The meeting adjourned at 10:16 P.M.

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

Prepared by: _____
Jodi Wrigley, Deputy City Clerk

CITY OF APOPKA MINUTES

Minutes of the City of Apopka Final Budget Hearing Meeting held on September 17, 2025 at 6:00 PM, in the City of Apopka Council Chambers.

CALL TO ORDER

ROLL CALL:

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

NEW BUSINESS (ACTION ITEMS)

1. **Resolution No. 2025-40 Setting the millage levy for the Fiscal Year 2025-2026 at 4.4376**
Presented by: Blanche Sherman, Finance Director

Mayor Nelson opened public comment period.

- **Rod Olson:** Integrity of budget process.
- **Sylvester Hall:** Items that matter.

There being no one who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution 2025-40.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Anderson**.
- c. **Motion carried unanimously.**

2. **Resolution No. 2025-41 - Adopting the Annual Budget for Fiscal Year 2025-2026**
Presented by: Blanche Sherman, Finance Director

Mayor Nelson opened public comment period. There being no one who wished to speak, **Mayor Nelson** closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution 2025-41.
- b. **Motion by Commissioner Velazquez** and seconded by **Commissioner Anderson**.
- c. **Motion carried four to one, with Commissioner Nesta abstaining from vote.**

ADJOURNMENT

The meeting adjourned at 6:12 P.M.

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Bryan Nelson, Mayor

Attest: _____
Susan M. Bone, City Clerk

Prepared by: _____
Carolina Baez, Administrative Specialist

CITY OF APOPKA MINUTES

Minutes of the City Council Meeting held on September 17, 2025 at 7:00 PM, in the City of Apopka Council Chambers.

Present:

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Smith – Provided Invocation, led Pledge of Allegiance, Fact of the Day.

MAYOR READ THE DECORUM STATEMENT

PUBLIC COMMENT

Mayor Nelson opened the Public Period. Public comment was given as follows:

- **Rod Olsen** – Infrastructure, schools, planning, budget, recommendations that didn't happen.
- **Sylvester Hall** – Leadership.
- **Albert McKimmie** – Golden Gem Road, public record requests.
- **Virginia Street** – Unhoused/ needy families in Apopka, resource center, sleeper buses.
- **Penny Wise** – Charities in Apopka and donations.
- **Ace Woodham** – City owned property on Dream Lake, grant money, Code Enforcement.
- **Leroy Bell** – Decorum, grant money for homeless, police officers.
- **Tina James** – Eagle Scout Project, donation request for dog obstacle course.

There being no one else who wished to speak, Mayor Nelson closed the Public Period.

APPROVAL OF MINUTES

1. Approval of Regular City Council Meeting Minutes of September 3, 2025.
 - a. **Mayor Nelson** asked for a motion to approve the set of minutes from September 3, 2025.
 - b. **Motion by Commissioner Smith** and seconded by **Commissioner Anderson**.
 - c. **Motion carried unanimously.**

AGENDA REVIEW

Business Item #1: Ratification of Radley Williams as City Administrator – removed from the agenda.

PROCLAMATION

- 1. Hispanic Heritage Month**
Presented by: Mayor Nelson

PRESENTATION

- 1. Apopka Youth Council Class for 2025-2026 School Year**
Presented by: Marlon Diaz

CONSENT (Action Item)

1. Execute Release of Code Enforcement Lien for 413 Morning Creek Circle.
2. Authorization to Dispose of Surplus Property.
3. Accept the disbursement report for August 2025.
4. City of Apopka FY2025 Budget-to-Actual for the Eleven - Months Ending August 31, 2025.
 - a. **Mayor Nelson** asked for a motion to approve four (4) consent agenda items.
 - b. **Motion by Commissioner Anderson** and seconded by **Commissioner Smith**.
 - c. **Motion carried unanimously.**

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

- 5. Resolution Number 2025-38 Establishing the rate increases for services provided by the Water, Wastewater and Reclaimed Water.**
Presented by: Blanche Sherman and Shawn Ocasio with Raftelis

Mayor Nelson opened public comment period. Public comment was given as follows:

- **Ace Woodham** – Water bill increase, faulty water meters, rate increases.
- **Rena Bailey** – Estimated water bills, rate increases.
- **Rod Olsen** – Budgeting process, faulty water meters, City failures.
- **Albert McKimmie** – Estimated water bills, budget, rate increases, Golden Gem Rd.
- **Leroy Bell** – Malfunctioning water meters, estimated water bills, increased rates, forensic audit.
- **Sylvester Hall** – Accountability, water meters, leadership, staffing.
- **Roger Beckett** – Estimated water bills.

There being no one else who wished to speak, Mayor Nelson closed the Public Period.

- a. **Mayor Nelson** asked for a motion to approve Resolution Number 2025-38.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez**.
- c. **Motion carried 4 to 1, with Commissioner Nesta voting nay.**

BUSINESS (Action item)

1. **Ratification of Radley Williams as City Administrator**
Presented by: Bryan Nelson, Mayor
 - a. **This item was removed from the agenda.**
2. **Non-Profit Grant Program Selection Committee Recommended Awards for the FY25 Grant Application Window**
Project Manager: Radley Williams, Interim City Administrator

Mayor Nelson opened public comment period. Public comment was given as follows:

- **Unnamed** – 990 Forms, revenues, services, forms filled out incorrectly.
- **Albert McKimmie** – Non-profit Organization licensing.

There being no one else who wished to speak, Mayor Nelson closed the Public Period.

- a. **Mayor Nelson** asked for a Motion to Approve the Non-Profit Grant Program Selection for the FY25 Grant Application Window.
 - b. **Motion by Commissioner Smith** and seconded by **Commissioner Anderson**.
 - c. **Motion carried unanimously.**
 - d. **Commissioner Smith** moved that Council accept the three recommendations coming from the Grant Committee.
 - e. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta**.
 - f. **Motion carried 4 to 1, with Commissioner Anderson voting nay.**
3. **Award contract for ITB 2025-A-225: Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU) to Davey Tree Expert Company and Premier Lawn Maintenance**
Project Manager: Blanche Sherman, Finance Director

Mayor Nelson opened public comment period. Public comment was given as follows:

- **Unnamed** – Mowing crews.
- **Sylvester Hall** – Mowing contracts, QA Team, following up.

There being no one else who wished to speak, Mayor Nelson closed the Public Period.

- a. **Mayor Nelson** asked for a Motion to Approve the ITB 2025-A-225 Award.
- b. **Motion by Commissioner Velazquez** and seconded by **Commissioner Anderson**.
- c. **Motion carried unanimously.**

4. Purdue Bankruptcy Plan - National Opioid Settlement

Project Manager: Cliff Shepard, City Attorney

Mayor Nelson opened public comment period. There being no one else who wished to speak, Mayor Nelson closed the Public Period.

- a. **Mayor Nelson** asked for a Motion to Approve the Purdue Bankruptcy Plan Settlement.
- b. **Motion by Commissioner Nesta** and seconded by **Commissioner Smith**.
- c. **Motion carried unanimously.**

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

1. Ordinance No. 3105 - Second Reading - Future Land Use Amendment - 724 W. Keene Road

Owner(s): Dewar Keene 40 LLC

Applicant(s): Logan Opsahl

Location: 724 W. Keene Road, 632 W. Keene Road, 608 W. Keene Road and 2751 Marden Road

Project: 38.59 Acres +/-

Density: 7.5 Dwelling Units Per Acre

Project Manager: Amer Hamza

Presented by: Amer Hamza, Planner

Mayor Nelson opened public comment period. Public comment was given as follows:

- **Leroy Bell** – Keene Road contamination, development near contamination, brownfield studies.
- **Rod Olsen** – School capacity, sidewalks connecting to schools.
- **Unnamed** – Traffic issues.

There being no one else who wished to speak, Mayor Nelson closed the Public Period.

- a. **Mayor Nelson** asked for a Motion to approve Ordinance No. 3105.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Anderson**.
- c. **Motion carried unanimously.**

2. Ordinance No. 3106 - Second Reading - Change of Zoning - 724 W. Keene Road

Owner(s): Dewar Keene 40 LLC

Applicant(s): Logan Opsahl

Location: 724 W. Keene Road, 632 W. Keene Road, 608 W. Keene Road and 2751 Marden Road

Project: 38.59 Acres +/-

Density: 7.5 Dwelling Units Per Acre

Project Manager: Amer Hamza

Presented by: Amer Hamza, Planner

Mayor Nelson opened public comment period. Public comment was given as follows:

- **Rod Olsen** – Land use development, zoning.
- **Unnamed** – Moratorium, Flooding.
- **Sylvester Hall** – Land use inspections before development.
- **Albert McKimmie** – Favoritism in development.

There being no one else who wished to speak, Mayor Nelson closed the Public Period.

- Mayor Nelson** asked for a Motion to adopt Ordinance No. 3106.
- Motion by Commissioner Velazquez** and seconded by **Commissioner Anderson**.
- Motion carried unanimously.**

3. Ordinance No. 3125 – Second Reading - Future Land Use Amendment – Paulucci Acres residential

Owner(s): Paulucci Acres, LLC

Applicant(s): Daniel O'Keefe

Location: East side of Vick Road, approximately 1/4 mile north of the intersection of Vick Road and W. Lester Road

Project: 39.85 +/- acre(s)

Density: 3.5 dwelling units per acre

Project Manager: Bobby Howell, AICP

Mayor Nelson opened public comment period. Public comment was given as follows:

- **Unnamed** – Soil sampling before development.
- **Rod Olsen** – Increasing number of students with new development.

There being no one else who wished to speak, Mayor Nelson closed the Public Period.

- Mayor Nelson** asked for a Motion to approve Ordinance No. 3125.
- Motion by Commissioner Anderson** and seconded by **Commissioner Velazquez**.
- Motion carried unanimously.**

4. Ordinance No. 3126 – Second Reading - Future Land Use Amendment – Paulucci Acres commercial

Owner(s): Paulucci Acres, LLC

Applicant(s): Daniel O'Keefe

Location: South side of Ponkan Road, west of Jason Dwelley Parkway

Project: 5.789 +/- acre(s)

Density: N/A (Commercial proposed)

Project Manager: Bobby Howell, AICP

Mayor Nelson opened public comment period. Public comment was given as follows:

- **Silvester Hall** – Proposed businesses in Commercial areas.

There being no one else who wished to speak, Mayor Nelson closed the Public Period.

- Mayor Nelson** asked for a Motion to approve Ordinance No. 3126.
- Motion by Commissioner Velazquez** and seconded by **Commissioner Smith**.
- Motion carried unanimously.**

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

ADJOURNMENT

The meeting adjourned at 9:41 P.M.

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Bryan Nelson, Mayor

Attest: _____
Susan M. Bone, City Clerk

Prepared by : _____
Jodi Wrigley, Deputy City Clerk



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 1.

Meeting Date: October 1, 2025

Department: Finance Department

SUBJECT:

Notification of Application and Acceptance for BJA Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant JAG-Countywide (JAGC) Program

ACTION ITEM INFORMATION:

Owner(s):

Applicant(s):

Location:

Project:

Density:

Project Manager:

REQUEST:

The Police Department is applying to receive \$11,848.00 in allotted funds to put towards the purchase of several handheld speed measurement devices.

SUMMARY:

Attached, you will find a memorandum of our intended use of the awarded grant funds in accordance with the grant application requirements.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Authorize the department's application and acceptance for funding in accordance with the 2024 Edward Byrne Memorial Justice Assistance Grant, JAG-Countywide (JAGC) Program

ATTACHMENTS:

1. Notice to City Commission 2025-2026 (JAG-C) Signature



City of Apopka
Police Department
112 E. 6th Street Apopka, Florida 32703

Memorandum

Date: August 27, 2025

To: Honorable Bryan Nelson and Commissioners

RE: FY 24 Edward Byrne Memorial Justice Assistance Grant, JAG-Countywide (JAGC)

This letter is to give notice the Apopka Police Department (APD) is applying for Federal funds from the US Department of Justice (USDOJ) through the Florida Department of Law Enforcement (FDLE). The funds are going to be used to purchase equipment aimed at enhancing roadway safety and improving our traffic enforcement capabilities

Grant funds will be used to acquire several radar and lidar speed-measurement devices for assignment to individual officers across all patrol shifts. As Apopka's population and traffic volumes continue to grow, the need for accurate speed detection and data-driven enforcement has become increasingly critical. Equipping more officers with these modern, reliable tools will allow the department to better reduce speeding, prevent collisions, and protect residents, businesses, and visitors. Currently, APD has a limited number of these devices and requires additional units to meet operational needs.

There is no match requirement for the awarded funds. If you have any questions, please feel free to contact me or Lieutenant Jason Woertman.

Respectfully,

Lovetta Quinn-Henry

Lovetta Quinn-Henry
Deputy Chief of Police



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: October 1, 2025

Department: Community Development

SUBJECT:

Ondich South – School Concurrency Mitigation Agreement

ACTION ITEM INFORMATION:

Owner(s): PM S-1 REO, LLC

Applicant(s): Appian Engineering, Inc. c/o Luke Classon, P.E.

Location: Southwest corner of Ondich Road and Effie Drive

Tract: 54.85 +/- acre(s)

Project: 326 residential units

Density/Intensity: 5.97 dwelling units per acre

Project Manager: Jean Sanchez

REQUEST:

Approve the Ondich South – School Concurrency Mitigation Agreement and authorize the Mayor to execute the Agreement.

SUMMARY:

Zoning Report:

Direction	Future Land Use	Zoning	Present Use
North	County Rural	County A-1 (Citrus Rural)	Single-family residences
East	County Rural	County A-1 (Citrus Rural)	Single-family residences
South	Mixed-Use and County Rural	KPI-MU (Kelly Park Interchange - Mixed-Use) and County A-1 (Citrus Rural)	Single-family residences and vacant
West	Mixed-Use	KPI-MU (Kelly Park Interchange - Mixed-Use)	Crossroads at Kelly Park Mixed Use Development

PROJECT SUMMARY:

In accordance with Section 10 of the First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency (2008), all new residential development within the City of Apopka is subject to a school concurrency review by OCPS.

On March 24, 2025, OCPS issued a Preliminary School Concurrency Recommendation for Ondich South (Application APK-25-008 / MDP-24-6). The project proposes 326 residential units consisting of 133 single-family homes and 193 townhomes. The concurrency review determined that school capacity was not available in the applicable Concurrency Service Areas (CSA) to serve the projected students from the Ondich South development. As a result, OCPS recommended denial of school concurrency unless the developer pursued mitigation through a School Concurrency Mitigation Agreement (CMA).

The CMA establishes how the developer will mitigate the student station deficiency caused by the project that exceeds what is addressed through the standard school impact fee. The mitigation is consistent with state law, the City's Comprehensive Plan, and the 2008 Interlocal Agreement. As a party to the Interlocal Agreement, the City of Apopka must execute the CMA before OCPS can implement the mitigation plan.

PUBLIC HEARING SCHEDULE:

October 1, 2025 - City Council (1:30 P.M.)

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

City Council:

1. Approve the School Concurrency Mitigation Agreement (CMA) between Orange County Public Schools, the City of Apopka, and the developer of Ondich South (APK-25-008).
2. Authorize the Mayor to execute the Agreement on behalf of the City.

ATTACHMENTS:

1. Ondich South - School CMA

After recording return to:

Tamara L. Pelc, MPA
Orange County Public Schools
6501 Magic Way, Building 200
Orlando, Florida 32809

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

**SCHOOL CONCURRENCY
MITIGATION AGREEMENT
APK-25-008**

ONDICH SOUTH

**Parcel ID#: 1-20-27-0000-00-037, 11-20-27-0000-00-069, 12-20-27-0000-00-001,
12-20-27-0000-00-012, 12-20-27-0000-00-046, 12-20-27-0000-00-048**

THIS SCHOOL CONCURRENCY MITIGATION AGREEMENT ("Agreement"), is entered into by THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a body corporate and political subdivision of the State of Florida, ("School Board"); CITY OF APOPKA, a municipal corporation of the State of Florida, ("City") and PM S-1 REO LLC, a Delaware limited liability company, whose address is 400 N. Ashley Dr. Ste. 700, Tampa, FL 33602 (the "Applicant"), collectively referred to herein as the "Parties."

RECITALS:

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

WHEREAS, pursuant to Section 16.6 of the Interlocal Agreement, an applicant submitting a School Concurrency Determination Application for approval of a Site Plan that will generate additional students in a School Concurrency Service Area in which there is insufficient Available School Capacity to accommodate the anticipated additional students must enter into a Proportionate Share Mitigation Agreement to prevent school overcrowding attributable to the anticipated additional students generated by the Residential Development as specified in the Interlocal Agreement;

WHEREAS, an Applicant must submit the School Concurrency Determination Application along with a Development Analysis which identifies the proposed location of the Residential Development, the number of Residential Units that will be created, a phasing schedule (if applicable), a map demonstrating land use and zoning classifications for the Applicant's property, as well as all other information required pursuant to Section 16.5 of the Interlocal Agreement, to the City; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land, as more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), the location of which is illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a School Concurrency Determination Application and Development Analysis to the City in connection with a proposal to obtain Site Plan Approval in order to develop 326 Residential Units on the Property (the "Project") and the City has forwarded the School Concurrency Determination Application and Development Analysis to the School Board; and

WHEREAS, the School Board has reviewed and evaluated the Applicant's School Concurrency Determination Application and Development Analysis as required by Section 16.6 of the Interlocal Agreement, and has determined that based on the current adopted Level of Service standards for the School Concurrency Service Areas within which the Property is located and the anticipated new School Capacity that will be available in the first three (3) years of the current District Facilities Work Program to serve the proposed Residential Development, there is insufficient Available School Capacity at the middle school level to serve the new single-family and town home Residential Units within the School Concurrency Service Areas for the Project or within adjacent School Concurrency Service Areas as determined by an Adjacency Review; and

WHEREAS, approving the School Concurrency Determination Application without requiring Proportionate Share Mitigation for the impacts of the proposed new Residential Units will either create or worsen school overcrowding in the applicable School Concurrency Service Areas; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School Board and City to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Project, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, 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, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by 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 Residential Units for which the Applicant is seeking approval pursuant to the School Concurrency Determination Application and is intended to satisfy the requirements of Florida law and the Interlocal Agreement.
4. PROPORTIONATE SHARE MITIGATION. The Parties hereby agree that the Applicant shall provide Proportionate Share Mitigation in order to meet the demand for School

Capacity created by the Project and to provide additional capacity for 30 middle school students, as follows, in accordance with Section 17.2 of the Interlocal Agreement:

Payment in the amount of EIGHT HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED NINETEEN AND 00/100 DOLLARS (\$844,919.00) to cover the Proportionate Share Mitigation associated with providing the necessary capacity to complete the Project (the "Proportionate Share") to the School Board. Such payment shall be due and payable prior to the time the plat is recorded or, if a plat is not required, a vertical Building Permit for the Property is approved and has been calculated in accordance with the formula found in Section 17.2 of the Interlocal Agreement. To the extent the Applicant's proposed Residential Development is subject to a Capacity Enhancement Agreement, any capacity enhancement mitigation paid pursuant to such agreement was applied as a credit to the Proportionate Share Mitigation required for the Project. Such credit was subtracted from the total Proportionate Share Mitigation required pursuant to the Interlocal Agreement and is reflected in the Proportionate Share required in this Section 4.

5. **USE OF PROPORTIONATE SHARE.** The School Board shall direct the Proportionate Share to a School Capacity improvement identified in the capital improvement schedule in the five (5) year district work plan of the School Board's District Facilities Work Program which satisfies the demands from the proposed Residential Development. If such a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to its District Facilities Work Program to mitigate the impacts from the Project, as provided in Section 17.6 of the Interlocal Agreement.

6. **IMPACT FEE CREDIT.** The Proportionate Share paid pursuant to this Agreement shall be credited against the School Impact Fee on a dollar for dollar basis at fair market value.

Upon payment of the Proportionate Share, the School Board shall notify the City the amount of the School Impact Fee Credit based upon the amount received pursuant to Section 4 of this Agreement, and shall request a School Impact Fee credit account in such amount. Applicant shall not be entitled to a credit or refund for any portion of the Proportionate Share Mitigation in excess of the Impact Fee Credit Amount.

7. **ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION.** Upon final execution of this Agreement by all Parties hereto, this Agreement will serve as the Applicant's Capacity Encumbrance Letter in accordance with Section 16.7 of the Interlocal Agreement.

8. **SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION.** Upon final execution of this Agreement by all Parties hereto, this Agreement will serve as the Applicant's Capacity Encumbrance Letter that School Capacity will be available for the Project. This is in accordance with Section 16.6(g) of the Interlocal Agreement.

At such time as Applicant has prepaid the School Impact Fees further described in Section 6 of this Agreement, and paid the applicable installment(s) of the School Capacity Reservation Fee described in Section 9 below, School Capacity shall be reserved for the Project Units reflected on the application; if the Applicant fails to make any of the required School Capacity Reservation Fee

payments described in Paragraph 9 below or if this Agreement is terminated, such reserved School Capacity shall lapse and be returned to the applicable Concurrency Service Area.

9. CAPACITY RESERVATION FEE.. The Applicant shall be required to pay a School Capacity Reservation Fee for the Project in accordance with Section 16.7 of the Interlocal Agreement Code. The Applicant shall pay the School Capacity Reservation Fee further described below.

- a. At time of recordation of plat: \$1,003,330.33; and
- b. 12 months from recordation of plat: \$1,003,330.33; and
- c. 24 months from recordation of plat: \$1,003,330.33.

Notwithstanding the schedule provided by this Section, Applicant may prepay any or all of the School Capacity Reservation Fees in advance. School Capacity Reservation Fees paid pursuant to this Agreement shall be credited towards School Impact Fees as provided in Section 16.7(c) of the Interlocal Agreement.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the City and the School Board agree to an extension of the Applicant's School Concurrency Mitigation Agreement:

a. The Applicable Local Government does not approve the Site Plan/Plat/Functional Equivalent within one hundred eighty (180) days from the Effective Date of this agreement. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant by the School Board.

b. The Applicant fails to proceed in good faith in a diligent and timely manner and secure at least one Building Permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the Site Plan. The School Board shall have sole discretion to determine whether the Applicant has proceeded in good faith in a diligent and timely manner. In such case, this Agreement shall be terminated and any encumbered or reserved school capacity shall be returned to its applicable capacity bank. The Applicant will not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement, and will only be entitled to receive a 90% refund of the Capacity Reservation Fee assuming all other applicable conditions are met. The School Board delegates to the Superintendent, or designee, the authority to determine whether the Applicant has proceeded in good faith in a diligent and timely manner.

11. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

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
Attn: Facilities Planning Department
6501 Magic Way, Building 200
Orlando, Florida 32809

Owner/Applicant: PM S-1 REO LLC
440 N. Ashley Dr. Ste. 700
Tampa, Florida 33602

With a copy to: Pulte Home Company, LLC
Attn: Aaron Struckmeyer, P.E., Director-Land Planning and Entitlements
4901 Vineland Road, Suite 500
Orlando, Florida 32811

City: City of Apopka
Attn: Planning & Zoning Division
120 E. Main Street, Second Floor
Apopka, Florida 32703

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 to 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 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 require the prior written consent of all of the Parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such 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, 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 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. 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").

25. PRE-PAYMENT, MITIGATION & CAPACITY RESERVATION FORMS. This Agreement requires the Applicant to pay a Capacity Reservation Fee and Proportionate Share Mitigation prior to the recording of a Plat or, if a plat is not required, issuance of a Building Permit. The form attached hereto as Exhibit "C," must be completed and returned to the School Board's Facilities Planning Department with all fees due hereunder, including, but not limited to, Capacity Reservation Fees and Proportionate Share Mitigation. This form must be completed and returned to the Facilities Planning Department, in addition to all fees payable pursuant to the terms of this Agreement, to satisfy Paragraph 4 and Paragraph 9 of this Agreement.

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:

"SCHOOL BOARD"

Signed and sealed in the presence of:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida


Print Name: Nancy L. Conover
Address: 445 W. Amelia St
Orlando, FL 32801

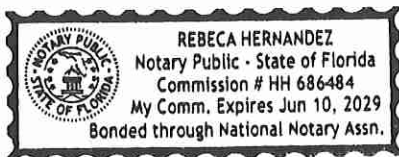
By: 
Teresa Jacobs, Chair

Date: 9/10/25


Print Name: Analiz Rivera
Address: 445 W. Amelia St.
Orlando, FL 32801

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of September, 2025, by Teresa Jacobs, Chair of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced _____ (type of identification) as identification.



AFFIX NOTARY STAMP


NOTARY PUBLIC OF FLORIDA
Print Name: Rebeca Hernandez
Commission No.: HH686484
Expires: 06/10/29

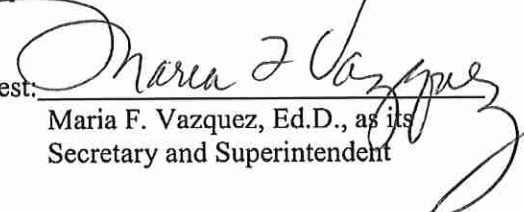
[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

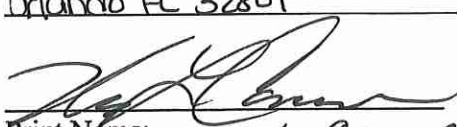
Signed and sealed in the presence of:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a body corporate
and political subdivision of the State of Florida


Print Name: Ruth Camacho
Address: 445 W. Amelia St
Orlando FL 32801

Attest:

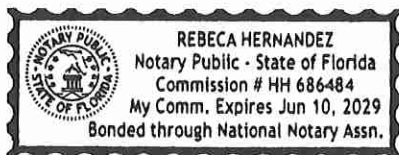

Maria F. Vazquez, Ed.D., as its
Secretary and Superintendent


Print Name: Mary L. Conover
Address: 445 W. Amelia St.
Orlando FL 32801

Date: September 10, 2025

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

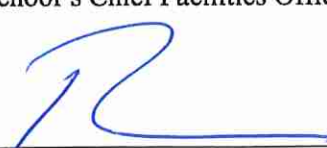
The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 10 day of September, 2025, by Maria F. Vazquez as
Secretary and Superintendent of The School Board of Orange County, Florida, a body corporate
and political subdivision of the State of Florida, on behalf of The School Board, who is personally
known to me or has produced _____ (type of identification)
as identification.



AFFIX NOTARY STAMP


NOTARY PUBLIC OF FLORIDA
Print Name: Rebeca Hernandez
Commission No.: HH686484
Expires: 06/10/29

Reviewed and approved by Orange County
Public School's Chief Facilities Officer


Rory A. Salimbene, PE
Chief Facilities Officer

Date: Sept 10, 2025

Approved as to form and legality by legal
counsel to The School Board of Orange
County, Florida, exclusively for its use and
reliance.


Sergio Ruiz, Esq.
Staff Attorney III

Date: August 21, 2025

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

"APPLICANT"

Signed and sealed in the presence of:

[Signature]
Print Name: Kamar Mix
Address: 472 Dillard Rd.
Highlands NC 28741

[Signature]
Print Name: Melissa Cohen
Address: 472 Dillard Rd.
Highlands NC 28741

PM S-1 REO LLC, a Delaware limited liability company

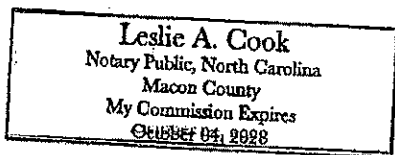
By: [Signature]

Print Name: Adam H Cohen

Date: 8/5/2025

STATE OF NORTH CAROLINA)
COUNTY OF MACON) s.s.:
)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of August, 2025, by Adam H. Cohen as Vice President of PM S-1 REO LLC, a Delaware limited liability company, on behalf of the organization. He/she is personally known to me or has produced Florida Drivers License (type of identification) as identification.



AFFIX NOTARY STAMP

[Signature]
NOTARY PUBLIC OF NORTH CAROLINA
Print Name: Leslie A. Cook
Commission No.: 20828400238
Expires: October 4, 2028

"CITY/TOWN"

APOPKA, FLORIDA, a municipal corporation of
the State of Florida.

By: Mayor

Print Name _____

Title: _____

Date: _____

ATTEST:

By: _____

City Clerk

{Corporate Seal}

Date: _____

Exhibit "A" – Legal Description

Parcel I:

Parcel A:

A parcel of land lying in Sections 11 and 12, Township 20 South, Range 27 East, being more particularly described as follows:

Commence at the Southeast corner of the NE 1/4 of Section 11, Township 28 South, Range 27 East; thence along said East line of the NE 1/4, North 00 degrees 27 minutes 57 seconds West for a distance of 629.57 feet to the POINT OF BEGINNING; thence South 89 degrees 27 minutes 21 seconds West, for a distance of 38.26 feet; thence North 52 degrees 38 minutes 21 seconds West, for a distance of 56.97 feet to a point on the South line of Parcel 1, as described in O.R. Book 3168, Page 1277; thence along said Southerly line of Parcel 1, North 89 degrees 27 minutes 21 seconds East for a distance of 38.26 feet; thence leaving said line South 45 degrees 30 minutes 16 seconds East for a distance of 21.20 feet to a point 15.00 feet South of said Southerly line of Parcel 1, thence North 89 degrees 27 minutes 21 seconds East a distance of 30.00 feet to a point on the West line of the NW 1/4 of Section 12, Township 20 South, Range 27 East thence North 89 degrees 13 minutes 16 seconds East, for a distance of 1318.20 feet to a point on the Westerly Right-of-Way line of Effie Road, said line being 30.00 feet West of the East line of the South 1/2 of the SW 1/4 of the NW 1/4 of Section 12, Township 20 South, Range 27 East, thence run parallel to said East line South 00 degrees 03 minutes 06 seconds East, for a distance of 20.00 feet; South 89 degrees 13 minutes 16 seconds West for a distance of 1318.06 feet to the POINT OF BEGINNING.

Parcel B:

A parcel of land lying in Section 11, Township 20 South, Range 27 East, being more particularly described as follows:

Commence at the SE corner of the NE 1/4 of Section 11, Township 20 South, Range 27 East; thence along the East line of said NE 1/4 North 00 degrees 27 minutes 57 seconds West, for a distance of 629.57 feet; thence run South 89 degrees 27 minutes 21 seconds West, for a distance of 38.26 feet; thence run North 52 degrees 38 minutes 21 seconds West, for a distance of 56.97 feet to the POINT OF BEGINNING, said point being on the South line of Parcel 1, as described in O.R. Book 3168, Page 1277; thence along said South line South 89 degrees 27 minutes 21 seconds West, for a distance of 1248.73 feet to a point on the Westerly line of the North 1/2 of the SE 1/4 of the NE 1/4 of said Section 11; thence North 00 degrees 22 minutes 31 seconds West, along said West line for a distance of 663.44 feet to a point on the North line of Parcel 1 as described in O.R. Book 3168, Page 1277, thence along said North line North 89 degrees 19 minutes 23 seconds East, for a distance of 440.00 feet; thence leaving said line South 00 degrees 22 minutes 31 seconds East for a distance of 454.00 feet; thence run North 89 degrees 27 minutes 21 seconds East, for a distance of 210.00 feet; thence run South 00 degrees 22 minutes 31 seconds East for a distance of 190.46 feet; thence run North 89 degrees 27 minutes 21 seconds East, for a distance of 616.96 feet; thence run South 45 degrees 30 minutes 16 seconds East, for a distance of 28.26 feet; thence run South 89 degrees 27 minutes 21 seconds West for a distance of 38.26 feet to the POINT OF BEGINNING.

AND

All of first party's right, title and interest in a non-exclusive, contiguous 18 foot easement for ingress and egress to Ondich Road, lying 9 feet on either side of a center line described as follows: From the SW corner of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 11, Township 20 South, Range 27 East, run West on the South line of the North 1/2 of the SW 1/4 of the NE 1/4, 9 feet to the Point of Beginning, and run thence North 0 degrees 16 minutes 44 seconds West 1991.41 feet more or less to the North section

Exhibit "A" – Legal Description

line of Section 11, Township 20 South, Range 27 East, all in Orange County, Florida. This is identified as Parcel One on that certain Warranty Deed recorded in Official Records Book 3168, Page 1277, of the public records of Orange County, Florida.

Parcel C:

PARCEL ONE:

The North one-half of the Southeast Quarter of the Northeast Quarter of Section 11, Township 20 South, Range 27 East, Orange County, Florida,

AND

PARCEL TWO:

The North 15 feet of the South one-half of the Southwest quarter of the Northwest quarter of Section 12, Township 20 South, Range 27 East (subject to right of way for Effie Road over the East 30 feet thereof, and subject to an easement as established by Final Judgment in Civil Action #75-4645 in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, dated October 10, 1975),

AND

From a Point of Beginning at the Southeast corner of Parcel One, run South along the East section line of Section 11, a distance of 15 feet, run thence West parallel to the South line of Parcel One a distance of 30 feet, run thence Northwest to a point on the South line of Parcel One 45 feet West of the Point of Beginning, and run thence East along the South line of said Parcel One, a distance of 45 feet to the Point of Beginning.

The above legal description was taken from that certain Warranty Deed recorded January 28, 1981, in Official Records Book 3168, Page 1277, of the public records of Orange County, Florida.

LESS THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land lying in Section 11, Township 20 South, Range 27 East, being more particularly described as follows:

Commence at the SE corner of the NE 1/4 of Section 11, Township 20 South, Range 27 East; thence along the East line of said NE 1/4 North 00 degrees 27 minutes 57 seconds West, for a distance of 629.57 feet; thence run South 89 degrees 27 minutes 21 seconds West, for a distance of 38.26 feet; thence run North 52 degrees 38 minutes 21 seconds West, for a distance of 56.97 feet to the POINT OF BEGINNING, said point being on the South line of Parcel 1, as described in O.R. Book 3168, Page 1277; thence along said South line South 89 degrees 27 minutes 21 seconds West, for a distance of 1248.73 feet to a point on the Westerly line of the North 1/2 of the SE 1/4 of the NE 1/4 of said Section 11; thence North 00 degrees 22 minutes 31 seconds West, along said West line for a distance of 663.44 feet to a point on the North line of Parcel 1 as described in O.R. Book 3168, Page 1277, thence along said North line North 89 degrees 19 minutes 23 seconds East, for a distance of 440.00 feet; thence leaving said line South 00 degrees 22 minutes 31 seconds East for a distance of 454.00 feet; thence run North 89 degrees 27 minutes 21 seconds East, for a distance of 210.00 feet; thence run South 00 degrees 22 minutes 31 seconds East for a distance of 190.46 feet; thence run North 89 degrees 27 minutes 21 seconds East, for distance of 616.96 feet; thence run South 45 degrees 30 minutes 16 seconds East, for a distance of 28.26 feet; thence run South 89 degrees 27 minutes 21 seconds West for a distance of 38.26 feet to the POINT OF BEGINNING.

Exhibit "A" – Legal Description

ALSO DESCRIBED AS FOLLOWS:

A TRACT OF LAND, LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°28'01" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 629.57 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°27'17" WEST, 38.26 FEET; THENCE RUN NORTH 52°38'25" WEST, 58.35 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°24'56" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1247.64 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°22'34" WEST, ALONG THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 663.41 FEET TO THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°19'35" EAST, ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.94 FEET TO THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°28'01" EAST, ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 665.48 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN NORTH 89°14'26" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1318.31 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF EFFIE ROAD, SAID LINE BEING 30.00 FEET WEST OF PERPENDICULAR MEASURE THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 00°03'03" EAST, PARALLEL TO SAID EAST LINE, ALONG THE WEST RIGHT-OF-WAY LINE OF EFFIE ROAD, 35.43 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN SOUTH 89°13'12" WEST, 1318.06 FEET TO THE POINT OF BEGINNING.

AND

All of Grantors right, title and interest in a non-exclusive, contiguous 18 foot easement for ingress and egress to Ondich Road, lying 9 feet on either side of a center line described as follows: From the SW corner of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 11, Township 20 South, Range 27 East, run West on the South line of the North 1/2 of the SW 1/4 of the NE 1/4, 9 feet to the Point of Beginning, and run thence North 0 degrees 16 minutes 44 seconds West 1991.41 feet more or less to the North section line of Section 11, Township 20 South, Range 27 East, all in Orange County, Florida. This is identified as Parcel One on that certain Warranty Deed recorded in Official Records Book 3168, Page 1277, of the public records of Orange County, Florida.

Parcel II:

Exhibit "A" – Legal Description

PARCEL 1: BEGINNING AT A POINT 14.15 CHAINS NORTH OF QUARTER SECTION POST ON WEST BOUNDARY OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, RUNNING EAST 16.49 CHAINS, NORTH 6.38 CHAINS, WEST 16.49 CHAINS, SOUTH 6.38 CHAINS, LESS 568.00 FEET ON THE WEST EAST, ORANGE COUNTY, FLORIDA.

LESS THAT PORTION AS DESCRIBED IN O.R. BOOK 8006, PAGE 757, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

LESS THAT PORTION OF PARCEL 3 AND THE PORTION OF PARCEL 5 AS DESCRIBED IN O.R. BOOK 5075, PAGE 1578, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

PARCEL 2: BEGINNING 26.16 CHAINS SOUTH OF NORTHWEST CORNER, RUN SOUTH 4.15 CHAINS, EAST 15.35 CHAINS, NORTH 4.15 CHAINS, WEST 15.35 CHAINS, SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS AND TRANSPORTING GROOVE CARE EQUIPMENT AND MACHINERY, OVER THE NORTH 8.00 FEET OF LAND CONVEYED TO BILL J. OSBORNE BY WARRANTY DEED FROM NANCY E. NEW, RECORDED JANUARY 5, 1971 IN OFFICIAL RECORDS BOOK 2019, PAGE 478, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SAID EASEMENT BEGINNING ON THE EAST AT EFFIE ROAD AND RUNNING WESTERLY TO THE SECTION LINE, IN ACCORDANCE WITH THE FINAL JUDGMENT DATED OCTOBER 10, 1975 AND FILED OCTOBER 13, 1975 IN OFFICIAL RECORDS BOOK 2652, PAGE 235, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, IN CIVIL ACTION NO. CI 754645, IN THE CIRCUIT COURT OF THE NINTH JUDICIAL COURT IN AND FOR ORANGE COUNTY, FLORIDA, WHEREIN GARRETT I. GILLIAM AND ANNIE D. GILLIAM, HIS WIFE, WERE PLAINTIFFS AND BILLY J. OSBORNE AND HARRY SMITH, ET AL, WERE DEFENDANTS.

PARCEL 3: FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00° 24' 20" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, A DISTANCE OF 1220.95 FEET; THENCE SOUTH 89°43'17" WEST, 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EFFIE ROAD; THENCE RUN SOUTH 00° 24' 20" WEST, ALONG SAID RIGHT OF WAY LINE 371.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00° 24' 20" WEST, ALONG SAID RIGHT OF WAY LINE 30.00 FEET; THENCE RUN SOUTH 89° 42' 28" WEST, 307.80 FEET MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN NORTH 00° 18' 05" EAST, ALONG SAID WEST LINE 30.00 FEET; THENCE NORTH 89° 42' 28" EAST, 307.80 FEET MORE OR LESS TO THE POINT OF BEGINNING, LESS THE WESTERLY 40.00 FEET THEREOF.

PARCEL 4: FROM THE QUARTER CORNER POST ON THE WEST SIDE OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, RUN NORTH ALONG SECTION LINE 933.90 FEET FOR A POINT OF BEGINNING; THENCE RUN EAST 568.00 FEET, THENCE RUN NORTH 396.10 FEET, MORE OR LESS TO THE NORTH LINE OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE RUN WEST ALONG SAID FORTY LINE 568.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH ALONG SECTION LINE 396.10 FEET FOR THE POINT OF BEGINNING.

Exhibit "A" – Legal Description

PARCEL 5: FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00° 24' 20" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, A DISTANCE OF 1220.95 FEET; THENCE SOUTH 89° 43' 17" WEST, 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EFFIE ROAD; THENCE RUN SOUTH 00° 24' 20" WEST, ALONG SAID RIGHT OF WAY LINE 401.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00° 24' 20" WEST, ALONG SAID RIGHT OF WAY LINE 371.99 FEET TO A POINT ON THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 12; THENCE RUN SOUTH 89° 41' 26" WEST, ALONG SAID SOUTH LINE 307.10 FEET TO THE SOUTHWEST CORNER OF AFORESAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE RUN NORTH 00° 18' 05" EAST, ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, A DISTANCE OF 372.08 FEET; THENCE NORTH 89° 42' 28" EAST, 307.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS PORTION OF PARCEL 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5075, PAGE 1578, IF ANY, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.

Parcel III:

From the Northwest corner of the Northwest quarter of Section 12, Township 20 South, Range 27 East, Orange County, Florida, run South 00°00'25" East along the West line of said Northwest quarter, a distance of 60.00 feet to a point on the South right of way line of Ondich Road; thence run North 89°46'42" East along said right of way line 510.91 feet to the Point of Beginning; thence continue North 89°46'42" East along said right of way line 15.00 feet; thence run South 00°08'45" West 635.37 feet; thence North 89°44'57" East 494.19 feet to a point on the East line of the West three quarters of the Northwest quarter of the Northwest quarter of Section 12; thence run South 00°18'05" West along said East line 610.18 feet to the Northeast corner of the South 24.96 feet of the East 468.32 feet of aforesaid West three quarters of the Northwest quarter of the Northwest quarter of Section 12; thence run South 89°43'13" West 468.32 feet; thence run South 00°18'05" West 24.96 feet to a point on the South line of aforesaid Northwest quarter of the Northwest quarter of Section 12; thence run South 89°43'13" West along said line 39.14 feet; thence run North 00°08'45" East 1270.75 feet to the Point of Beginning.

Parcel IV:

FROM THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA RUN SOUTH 00 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE RUN NORTH 89 DEGREES 46 MINUTES 42 SECONDS EAST LONG SAID RIGHT OF WAY LINE 525.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 46 MINUTES 42 SECONDS EAST ALONG SAID RIGHT OF WAY 495.91 FEET TO A POINT ON THE EAST LINE OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, THENCE RUN SOUTH 00 DEGREES 18 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE 635.13 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 57 SECONDS WEST 494.10 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 45 SECONDS EAST 635.37 FEET TO THE POINT OF BEGINNING.

Parcel V:

Exhibit "A" – Legal Description

The South 24.98 feet of the East 468.32 feet of the West 3/4 of the Northwest ¼ of the Northwest ¼ in Section 12, Township 20 South, Range 27 East, Orange County, Florida.

LESS AND EXCEPT that portion described in Certificate of Title and identified therein as Parcel 11626 (Johnson), recorded as Clerk's Instrument No. 20190194789, of the public records of Orange County, Florida.

Exhibit "B"-Location Map



Facilities Planning
Orange County Public Schools



Jurisdiction: City of Apopka
School Board Dist.: # 7
Parcel ID: Multiple Parcels
Acreage: +/- 54.85 ac

Schools
ES: Zellwood
MS: Wolf Lake
HS: Apopka

APK-25-008
Ondich South

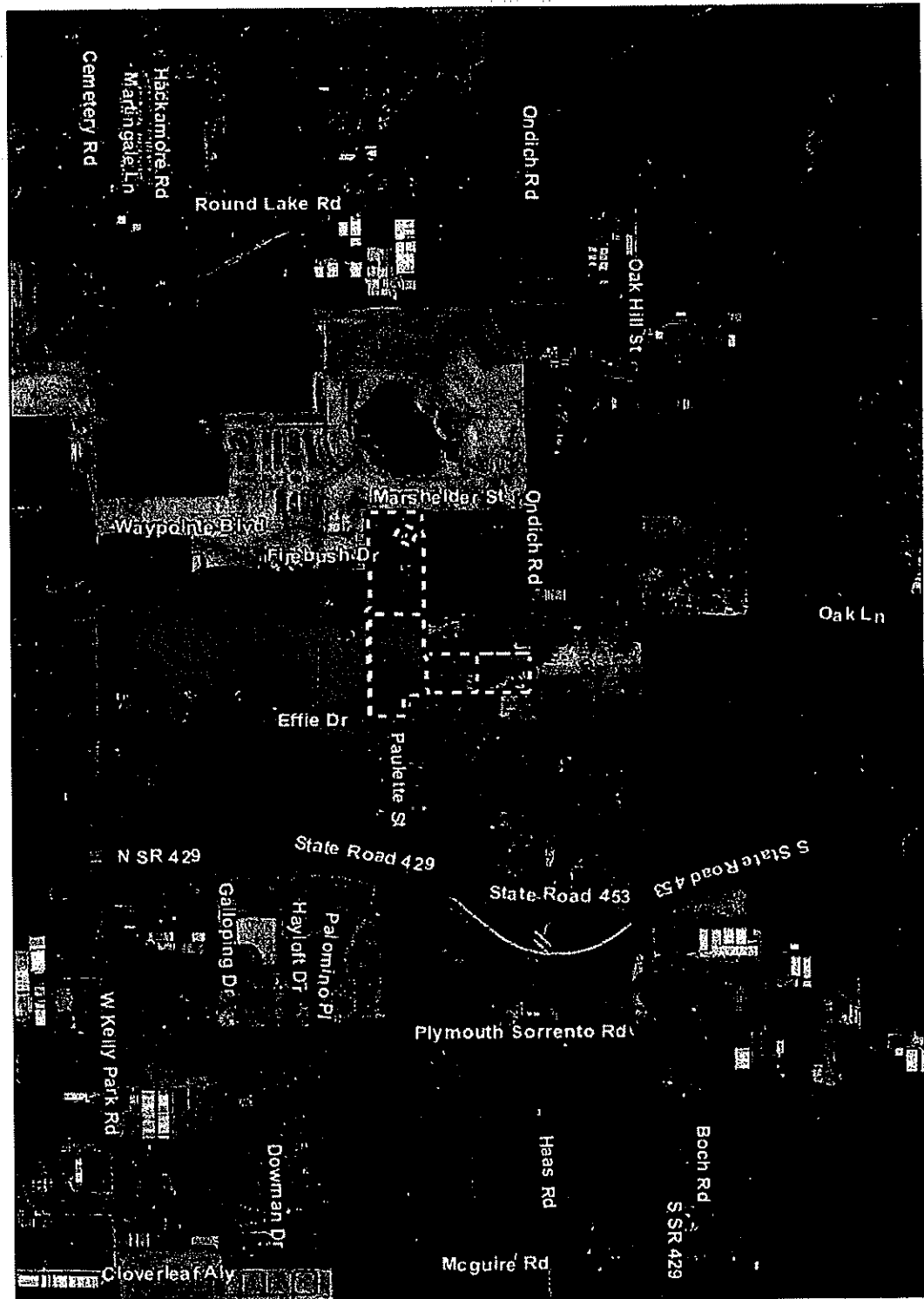


Exhibit "C"-Forms



**Orange County
Public Schools**

6601 Magic Way, Building 200 • Orlando, Florida 32809 • (407) 317-3700 • www.ocps.net

CAPACITY RESERVATION FEE & MITIGATION FORM

A Concurrency Mitigation Agreement (CMA) or Capacity Encumbrance Letter (CEL) may require property owners and developers to pay a Capacity Reservation Fee (CRF) and/or Proportionate Share Mitigation at some point in the development process prior to issuance of a building permit. This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools (OCPS) along with a check for the estimated Capacity Reservation Fees, and/or Proportionate Share Mitigation. This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools. Any questions regarding this form should be directed to the following:

Contact: Tamara Pelc
(407) 317-3700 x2022139
Tamara.Pelc@ocps.net

SECTION 1: CMA/CEL INFORMATION	CMA \ CEL #:
	CMA \ CEL Title:
	Jurisdiction:
	Parcel ID(s): ¹
	General Location:
	Development Permit Type: ²

SECTION 2: APPLICANT INFORMATION	Date:
	Applicant Name:
	Company:
	Address:
	Phone #:
	Email:

Capacity Reservation Fee Form Page 1 of 3

Revised 1/2022

Exhibit "C"-Forms

SECTION 3: DEVELOPMENT PROFILE	Plat/Site Plan Title:								
	Project Name:								
	Phase:								
	Enter the # of units:								
	Single Family					Townhouse	Multi-Family	Multi-Family High Rise	Total # of Units
	< 2,000	2,000 - 2,499	2,500 - 2,999	3,000 - 3,999	> = 4,000				
Local Governmental Approval date of Plat/Site Plan:									

SECTION 4: PAYMENT SUMMARY	Capacity Reservation Fee Amount (payable to the applicable local government)			
	Installment: ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ Remaining			Installment Amount \$
	Balance			
	A check made payable to the applicable local government must accompany this form. If the prepayment amount is correct and the form complete and sufficient, a Letter of Authorization will be prepared by OCPS to inform the Applicable Local Government to create a credit account. OCPS will forward the Letter of Authorization to the Applicable Local Government and copy the Applicant.			
	Effective 10/1/2022			
	Single Family < 2,000 sq. ft.	\$8,825.00/unit	Single Family > = 4,000 sq. ft.	\$9,584.00/unit
	Single Family 2,000 - 2,499 sq. ft.	\$9,513.00/unit	Townhouse	\$8,805.00/unit
	Single Family 2,500 - 2,999 sq. ft.	\$11,402.00/unit	Multi-Family (Non High Rise)	\$6,751.00/unit
Single Family 3,000 - 3,999 sq. ft.	\$12,015.00/unit	Multi-Family (High Rise)	\$207.00/unit	
Does this CMA/CEL require an additional contribution? Yes ☐ No ☐				
Identify the section of the CMA/CEL that requires the mitigation payment?				
Proportionate Share Mitigation Amount (payable to Orange County School Board) \$				

Applicant Checklist:	
☐	Capacity Reservation Fee check, payable to the applicable <u>Local Government</u> . (Deliver to UCPS)
☐	Proportionate Share Mitigation check, payable to the <u>Orange County Public Schools</u> . (Deliver to UCPS)
☐	11 X 17 copy of the site plan/plat associated with this request. (Attach to email)

Signature of Applicant

Print Name of Applicant

Date

Exhibit "C"-Forms

CAPACITY RESERVATION FEE & MITIGATION FORM

For OCPS Use Only:	
Reviewer: _____ Date Reviewed: _____	Received Stamp
☐	Application Sufficient
☐	Letter of Authorization Approved

Footnotes:

1. List all parcel identification numbers assigned to the parcels within the Preliminary Subdivision Plan (PSP), site plan, or plat boundaries that apply to this application. List parcel IDs in a separate attachment, if necessary.
2. Development permit type – state whether the credit will be applied to a plat, PSP, site plan, or other type of permit required by local government. Only one development permit type should apply. A separate Prepaid School Impact Fee Form must be completed for each development permit application.
3. State the title of the PSP, site plan or plat exactly as it appears on that document.
4. Multi-Family High Rise rate is effective June 22, 2021.



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: October 1, 2025

Department: Finance Department

SUBJECT:

Authorize the Issuance of Evaluated Source Memos: Mullinax Ford, People Ready, and Recycle Services of Florida, Inc.

ACTION ITEM INFORMATION:

REQUEST:

Approve the issuance of evaluated source memos for (FY) 2026

SUMMARY:

PURCHASING POLICY 107.3.9.8.4. EVALUATED SOURCE

Only after conducting a comprehensive review of all available competitive sources and all other applicable competitive considerations, may products or services be purchased from a vendor without obtaining competitive prices (when it has been determined that it is in the best interest of the City to use that vendor). Documentation must be attached clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor is to be used when other vendors may supply their products at a lesser price. Proven quality differences and proximity of supplier are some examples of the reasons why a vendor may be declared an Evaluated Source. The City Administrator must give approval for the Evaluated Source designation. The Evaluated Source designation will expire each fiscal year after approval and may be renewed upon submission of a new request with documentation.

Summary of Requested Evaluated Source Vendors:

Department	Vendor	Description	Requested Amount
Public Services	Mullinax Ford	Engine & Transmission Repairs Ford Vehicles	Annual Budgetary Appropriations
Public Services	People Ready	Temporary Staffing Services	Annual Budgetary Appropriations
Public Services	Recycle Services of Florida	Recycling Services	Annual Budgetary Appropriations

Vendor Evaluated Source Details:

Vendor:	Mullinax Ford
Department:	Public Services
Amount Requested:	Annual Budgetary Appropriations

Policy Requirements:	Comprehensive review of all available competitive sources and all other applicable competitive considerations: The vendor supplies service, repairs and parts for Ford vehicles. As a Ford certified dealer, Mullinax Ford can provide service to any Ford vehicles that are under warranty. They also have a large utility truck service center that allows for a multitude of vehicles to be serviced. There are two other Ford dealerships service centers in central Florida however they are both 20-30 minutes outside of the city and would require additional towing and delivery service.
Policy Requirements:	Documentation clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor: When fleet has vehicles in need of repair it is essential to have a vendor that will provide quick turnaround time to continue operations. The close proximity allows for this vendor to service vehicles and deliver parts to the Fleet division when they are required. Their ability to service vehicles under ford warranty is a benefit that repairs and service will be conducted within the terms of conditions of the newer vehicles.
Policy Requirements:	Proven quality differences and proximity of supplier: The Vendors proximity being within five miles of the Fleet division allows minimal towing services and for repair turnaround in a timely manner. Due to the location, the vendor will also deliver parts.
Justification:	When fleet has vehicles that need repair, it is essential to have a vendor that will provide a quick turnaround time to continue operations. The close-proximity allows for this vendor to service vehicles and deliver parts to the Fleet Division when they are required. Their ability to service vehicles under Ford Warranty is a benefit that repairs and services will be conducted within the terms of conditions of the new vehicles. This memo will allow Fleet to continue operations while research is developed to locate a piggyback contract or to advertise a formal solicitation for the service.
History:	Evaluated Source memo authorized FY25 by City Council on October 2, 2024-Annual Budgetary Appropriations Evaluated Source memo authorized FY24 by City Council on October 4, 2023-\$79,000 Evaluated Source memo authorized FY23 by City Council on October 4, 2022-\$79,000

Vendor:	People Ready
Department:	Public Services
Amount Requested:	Annual Budgetary Appropriations
Policy Requirements:	Comprehensive review of all available competitive sources and all other applicable competitive considerations: People Ready is the only temporary labor provider in the city limits. From experience in the industry, temporary labor for the solid waste industry is a niche market that has limited options. Contacting the top four labor companies that came up in a google search and only People Ready provide labor for solid waste in the Apopka area. They included People Ready, Labor Finders, Employ Bridge and Adecco.
Policy Requirements:	Documentation clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor: The Sanitation Division uses 5 but, can be from 2–8 temporary laborers per day on an ongoing basis. Getting daily quotes for temporary labor would be burdensome and time-consuming and preclude the flexibility benefit of using a temporary service.
Policy Requirements:	Proven quality differences and proximity of supplier: People Ready has proven to reliably provide temporary workers for Streets and Sanitation Divisions for years in a grueling job that is not easily filled. They also provide solid waste specific training to the workers. People Ready is located at 717 S. OBT, which is within 10 minutes of Public Services. The close proximity of their location is a key benefit that facilitates quick service for workers on short notice and

	ease of transportation for the workers, a benefit that promotes lower turn over by the temp workers.
Justification:	The work required of these workers is very grueling and untried workers often fail to perform. People Ready has a lot of experience as the primary labor provider for the City of Apopka as well as Waste Management Inc., which provides solid waste services for Orange County in the Apopka area, and has a proven record of providing workers that can perform in this environment. The level of staff training provided, the proximity of the location to Public Service and the proven reliability and performance provide value that would not likely be overcome by a slightly lower price if it were found. This service is critical to providing solid waste service and we use it on an ongoing and daily basis. The manager confirmed with Labor Finders last year, they do not provide solid waste workers. A proposal was requested from Employ Bridge and received an acknowledgment but, no follow-up response. However, a solid waste worker job search was conducted on their website and it returned no results. An Adecco representative confirmed, they do not currently provide temp labor near Apopka. Their closest site is Palm Bay, they stated they could submit a proposal if desired, but Palm Bay is too far a way from Apopka, given the daily unpredictable hours of operation which would make pickup and delivery of the workers unreasonable.
History:	People Ready f/k/a Labor Ready has been and approved by the CAO and Council as an evaluated source each year since at least 2014. Other Divisions use them on occasion as well. This service is a critical part of the Sanitation Division daily yard waste services. Evaluated Source memo authorized FY25 by City Council on September 18, 2024-Annual Budgetary Appropriations Evaluated Source memo authorized FY24 by City Council on October 4, 2023-\$300,000 Evaluated Source memo authorized FY23 by City Council on October 4, 2022-\$300,000

Vendor	Recycle Services of Florida
Department:	Public Services
Amount Requested:	Annual Budgetary Appropriations
Policy Requirements:	Comprehensive review of all available competitive sources and all other applicable competitive considerations: The City currently has an active agreement with Waste Management of Florida Inc (WM) for the processing of its residential curbside collected recycling. This agreement includes a processing fee of \$107 per ton delivered to the WM transfer station at 5000 L B McLeod Rd, Orlando, FL 32811. Recycling Services of Florida has agreed to a processing fee of \$100 per ton delivered to 6161 W Jones Ave, Zellwood, FL 32798.
Policy Requirements:	Documentation clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor: Based on an estimated 2500 tons of recycling the City generates, there would be a cost savings of \$17,500 annual on the processing cost. Additionally, it would save each of the 9 recycling trucks 60-80 minutes per day drive time, which reduces fuel cost and delays the need for additional equipment
Policy Requirements:	Proven quality differences and proximity of supplier: Recycle Services of Florida, Inc. is located in closer proximity to the City than the current vendor, which enables the Recycle Services of Florida, Inc., to reduce costs and in turn extend those cost savings to us with a lower fee.
Justification:	Using this vendor will give the City significant savings on the processing of its residential recycling material, reduce the number of routes required by City vehicles. In

	addition, to reducing the risk associated with operating the large truck on public roads and delays the need for new equipment.
History:	Evaluated Source memo authorized FY25 by City Council on December 18, 2024-Annual Budgetary Appropriations FY24- Piggyback Contract - \$149,412.20 (Waste Management) FY23- Piggyback Contract - \$156,000.00 (Waste Management)

FUNDING SOURCE:

Approved FY26 Budget

RECOMMENDED MOTION:

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

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: October 1, 2025

Department: Finance Department

SUBJECT:

Authorize the issuance of Sole Source Memos: Cummins Power, Environmental Products, Guardian Equipment, Inc., Nextran Truck Centers of Orlando Florida, Southern Sewer Equipment Sales and Services, Inc., Weatherstem, and Florida Bullet.

ACTION ITEM INFORMATION:

Owner(s):

Applicant(s):

Location:

Project:

Density:

Project Manager:

REQUEST:

Approve the issuance of sole source memos for (FY) 2026

SUMMARY:

107.3.9.8.3. SOLE SOURCE.

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

Summary of Requested Sole Source Vendor:

Department	Vendor	Description	Requested Amount
Public Services	Cummins Power	Cummins engine parts and repairs	Annual Budgetary Appropriations
Public Services	Environmental Products	Elgen Street Sweeper, Vactor Trucks and Labria Truck Parts and Repairs	Annual Budgetary Appropriations
Public Services	Guardian Equipment Inc.	Bill Bakle Plant Mechanic	Annual Budgetary Appropriations
Public Services	Nextran Truck Centers of Orlando Florida	Mack Truck Parts and Sevices	Annual Budgetary Appropriations

Public Services	South Southern Sewer Equipment	New way Truck parts and service	Annual Budgetary Appropriations
Public Services	Weatherstem	Weatherstem Stations	Annual Budgetary Appropriations
Police Department	Florida Bullet	Training/Duty Munitions	Annual Budgetary Appropriations

Vendor Sole Source Memo Details:

Vendor:	Cummins Power South
Department:	Public Services
Requested Amount:	Annual Budgetary Appropriations
Policy Requirements:	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet City's requirements: Cummins is the only authorized dealer for parts, sales and service in the state of Florida.
Policy Requirements:	Compatibility with existing systems requires procurement from a single source: The City of Apopka currently owns multiple vehicles equipped with Cummins engine parts that require parts for repairs and service.
Policy Requirements:	Justification: Cummins is the only supplier for Cummins parts and service on sanitation trucks. The City of Apopka has been using Cummins for multiple years and they are proven to provide quality parts and service.
History:	Sole Source City Council Approval for FY25 September 18, 2024-Annual Budgetary Appropriations Sole Source City Council Approval for FY24 October 4, 2023 - \$100,000 Sole Source City Council Approval for FY23 October 5, 2022 - \$100,000

Vendor:	Environmental Products
Department:	Public Services
Requested Amount:	Annual Budgetary Appropriations
Policy Requirements:	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet City's requirements: Environmental Products is the only authorized dealer for Elgen Street Sweepers, in addition to Vactor and Labrie trucks parts and service.
Policy Requirements:	Compatibility with existing systems requires procurement from a single source: The City currently owns multiple pieces of Elgen street sweepers, in addition to Vactor and Labric trucks parts and services.
Policy Requirements:	Justification: Environmental Products is the only authorized dealer for elgen street sweepers, vactor trucks and Labrie trucks parts and service. The City of Apopka has been using Environmental Products for many years, and they are proven to provide quality parts and service.

History:	Sole Source City Council Approval for FY25 September 18, 2024 — Annual Budgetary Appropriations Sole Source City Council Approval for FY24- May 15, 2024 - Annual Budgetary Appropriations FY23-Sole Source Memo under \$50,000
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Vendor:	Guardian Equipment Inc.
Department:	Public Services
Requested Amount:	Annual Budgetary Appropriations
Policy Requirements:	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet City's requirements: Guardian Equipment Inc. is the sole-contracted representative for the Houston PolyTank product line which includes the purchase of new products, service and OEM repair parts.
Policy Requirements:	Compatibility with existing systems requires procurement from a single source: In order to maintain compatibility with the (2) existing Houston PolyTank Sodium Hypochlorite storage tank systems installed within the City, staff is requesting procurement from a single source tank system installed throughout the city. Staff is requesting procurement from a single source in order to maintain current operations consistently and efficiently. This is to include products, repairs, and service to maintain efficient operations.
Policy Requirements:	Justification: These tanks were originally chosen because of their quality to meet City's requirements. The company is the only manufacturer in the United States using the spiral wound extrusion process for large solid wall plastic tanks, allowing their products to have a longer service life and lower maintenance costs than other alternatives. The tank was chosen because of quality workmanship, equipment selection, and historically under budget. In addition, Houston PolyTank's polyethylene and polypropylene tank is warranted under normal use and conditions for the following periods after date of purchase by the original owner: 5 years. Houston PolyTanks' has been the standard used for bulk chemical storage at the Water Treatment Plant and Water Reclamation Facility throughout the city for compatibility. Associated fittings and valves are consistent and can be readily available across the various sites.
History:	Sole Source City Council Approval for FY25 — December 18, 2024 — Annual Budgetary Appropriations FY24 — Quotes utilized to fulfill procurement threshold requirements. FY23 — Quotes utilized to fulfill procurement threshold requirements.

Vendor:	Nextran Truck Centers of Orlando Florida
Department:	Public Services
Requested Amount:	Annual Budgetary Appropriations
Policy Requirements:	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet City's requirements: Nextran Truck Center of Orlando is the Mack authorized dealer for parts and service in the Central Florida area. Mack trucks is the manufacturer for most sanitation trucks and some dump trucks in the city fleet.

Policy Requirements:	Compatibility with existing systems requires procurement from a single source: The City of Apopka currently owns multiple Mack trucks.
Policy Requirements:	Justification: Nextran Truck Center of Orlando is the Mack authorized dealer for parts and service in central Florida area. Mack trucks is the manufacturer of most of the sanitation trucks and some dump trucks in the city fleet. The City of Apopka has been using Nextran Truck Center for many years and they are proven to provide quality parts and service.
History:	FY25 — City Council Approval September 18, 2024 -Annual Budgetary Appropriations FY24-- City Council Approval June 18, 2024 - Annual Budgetary Appropriations FY23- Sole Source Memo under \$50,000

Vendor:	Southern Sewer Equipment Sales and Services. Inc.
Department:	Public Services
Requested Amount:	Annual Budgetary Appropriations
Policy Requirements:	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet City's requirements: Southern Sewer Equipment is the only authorized dealer for parts and service on New Way trucks.
Policy Requirements:	Compatibility with existing systems requires procurement from a single source: The City of Apopka currently owns multiple New Way equipped trucks.
Policy Requirements:	Justification: Southern Sewer Equipment is the only authorize dealer for parts and service on New Way trucks. The City has been using Sewer Equipment Sales and Services, Inc., for many years, and they have a proven history of providing quality parts and service.
History:	Sole Source City Council Approval forFY25 September 18, 2024 - Annual Budgetary Appropriations Sole Source City Council Approval forFY24 October 4, 2023 — \$235,000 Sole Source City Council Approval for FY23 October 5, 2022 — \$235,000

Vendor:	Weatherstem
Department:	Public Services
Requested Amount:	Annual Budgetary Appropriations
Policy Requirements:	Compatibility with existing systems requires procurement from a single source: This weather tracking system will be new to the city. The platform can be accessed via web. Employees of the city, members of the public and local law and emergency services can access the data to make informed decisions regarding inclement weather.
Policy Requirements:	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet City's requirements: Weatherstem is the only vendor that can provide the following features in a single integrated platform: Seamless integration with the Florida Servere Weather Mesonet, a statewide network operated by the Florida Division of Emergency Management.

Policy Requirements:	Justification: The weather stations are needed for MS4 compliance measures. The 4 stations being requested will help with providing much needed weather metrics such as highly accurate rainfall totals near flood-prone areas, wind speeds and emergency alerts can be utilized. This system is maintained by the manufacturer and new weather stations can be implemented, if needed, at a future date.
History:	Newly established vendor and sole source.

Vendor:	Florida Bullet
Department:	Police Department
Requested Amount:	Annual Budgetary Appropriations
Policy Requirements:	Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet City's requirements: Florida Bullet is the sole law enforcement distributor in the State of Florida for CCI-Speer, Federal Cartridge and Force on Force products. Speer Gold Dot is the department's duty firearm ammunition for the Apopks Police Department due to it's effect and performance.
Policy Requirements:	Compatibility with existing systems requires procurement from a single source: Florida Bullet is the sole law enforcement distributor in the State of Florida for CCI-Speer, Federal Cartridge and Force on Force Products.
Policy Requirements:	Justification: Speer Gold Dot is the department's duty firearm ammunition for the Apopka Police Department due to it's effect and performance. Police Department policy firearm/mubitions includes Speer Gold Dot.
History:	FY25 - City Council Approval August 6, 2025 -Annual Budgetary Appropriations FY24 - Sole Source Memo under \$50,000 FY23 - Sole Source Memo under \$50,000

FUNDING SOURCE:

Approved FY26 budget

RECOMMENDED MOTION:

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

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 5.

Meeting Date: October 1, 2025

Department: Finance Department

SUBJECT:

Authorize the execution of piggyback contracts for the assigned terms: Jose De La Torre, Jr. dba Precision Construction, Wastequip Manufacturing Company, LLC, and Hubbard Construction Company.

ACTION ITEM INFORMATION:

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 the most efficient method of purchase or the 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: Jose De La Torre, Jr. dba Precision Construction
Description: Concrete, Asphalt, and Flowable Materials
Source: Seminole County
Bid/Contract #: IFB-604795-24
Original Bid Award Date: July 24, 2024
Expiration Date: July 23, 2027
Renewals: Two (2) additional one (1) year renewal options
Max Expiration Date: July 23, 2029

Department: Public Services
Vendor: Wastequip Manufacturing Company, LLC
Description: Bulk Solid Waste and Recycling Equipment
Source: Sourcewell
Bid/Contract #: 010825
Original Bid Award Date: May 20, 2025
Expiration Date: May 19, 2029
Renewals: Two (2) additional one (1) year renewal options
Max Expiration Date: May 19, 2031

Department: Public Services
Vendor: Hubbard Construction Company
Description: Recycling of Residential Yard Waste
Source: Orange County Government
Bid/Contract #: Y24-1034
Original Bid Award Date: March 1, 2025
Expiration Date: February 29, 2028
Renewals: Two (2) additional one (1) year renewal options
Max Expiration Date: February 29, 2030

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: BUSINESS (Action Item)

Item #: 1.

Meeting Date: October 1, 2025

Department: Community Development

SUBJECT:

Joint Planning Area Agreement (JPA) 4th Amendment

ACTION ITEM INFORMATION:

REQUEST:

Approve the 4th Amendment to the Joint Planning Area (JPA) Agreement.

SUMMARY:

At the July 2, 2025 meeting, the City Council directed staff to renegotiate the JPA agreement between the City of Apopka and Orange County. The agreement expires on December 31, 2025, and will automatically extend for an additional five (5) year term, unless either the City or the County delivers a notice of non-renewal. City and County staff agreed upon a 2-year extension of the JPA to allow time to establish a negotiated framework for the JPA which will be mutually beneficial to both parties. If the amendment is approved, the expiration date of the existing agreement will be December 31, 2027. The Fourth Amendment is entered into pursuant to (1) Chapters 125, 163 and 166, Florida Statutes, (2) the general authority of section 163.01, Florida Statutes, relating to interlocal agreements, (3) the Charters of the County and the City, and (4) the Agreement.

The City of Apopka and Orange County entered into the JPA on October 20, 2004. This was a Settlement Agreement between the City of Apopka and Orange County to resolve pending litigation between Orange County and the City at the time. The agreement has been amended three times, with the third and final amendment in 2019.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Approve the 4th Amendment to the Joint Planning Area (JPA) Agreement.

ATTACHMENTS:

1. Fourth Amendment to Apopka JPA
2. Joint Planning Area Agreement
3. First Amendment
4. Second Amendment
5. Third Amendment

**FOURTH AMENDMENT TO THE SETTLEMENT INTERLOCAL AGREEMENT
BETWEEN ORANGE COUNTY AND THE CITY OF APOPKA**

THIS FOURTH AMENDMENT TO THE SETTLEMENT INTERLOCAL AGREEMENT (this “**Fourth Amendment**”) is made and entered into this ____ day of _____, 2025, by and between the **CITY OF APOPKA**, a Florida municipal corporation (the “**City**”) and **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county of the State of Florida (the “**County**”).

RECITALS

WHEREAS, the City and County entered into that certain Settlement Interlocal Agreement Between the City of Apopka, Florida and Orange County, Florida on October 26, 2004, as amended by that certain First Amendment to the Settlement Interlocal Agreement approved on August 2, 2005, and by that certain Second Amendment to Joint Planning Area Agreement Between Orange County and the City of Apopka approved on October 19, 2010, and by that certain Third Amendment to Settlement Interlocal Agreement between the City of Apopka and Orange County approved on April 23, 2019 (collectively the "Agreement" or the "JPA"); and

WHEREAS, the agreement is set to expire on December 31, 2025, and will automatically extend for an additional five (5) year term, unless either the City or the County delivers a notice of non-renewal; and

WHEREAS, at a public hearing on July 2, 2025, the City of Apopka City Council voted to extend the agreement for an additional two (2) year term to allow the City and the County to renegotiate a Joint Planning Area Agreement; and

WHEREAS, the City and County now desire to further amend the Agreement to extend the term of the agreement, which is set to expire December 31, 2025, for an additional two-year term to expire December 31, 2027; and

WHEREAS, pursuant to Section 163 .3171 (3), Florida Statutes, this Fourth Amendment has been approved by the Orange County Board of County Commissioners and the Apopka City Council at advertised public hearings.

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

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Amendment. All initially capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Section 2. Authority. This Fourth Amendment is entered into pursuant to (1) Chapters 125, 163 and 166, Florida Statutes, (2) the general authority of section 163.01, Florida Statutes, relating to interlocal agreements, (3) the Charters of the County and the City, and (4) the Agreement.

Section 3. Text Amendment. Section 10. Term of Agreement; Termination; Extensions. is amended to read as follows:

- (a) This Agreement shall expire on December 31, ~~2025~~ 2027, unless extended in accordance with the terms of subsection 10(b).

Section 4. Continuing Effect. Except as expressly set forth herein, the Agreement remains unchanged and in full force and effect.

Section 5. Severability. Except as expressly set forth herein, all other provisions of the Agreement remain unchanged and in full force and effect. Should any section, subsection, sentence, clause, phrase or provision of this Fourth Amendment be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed to render the remaining portions of this Fourth Amendment invalid or unconstitutional.

Section 6. Effective Date. This Fourth Amendment to the Agreement shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Council, whichever date is later.

IN WITNESS WHEREOF, the County and the City have executed this Fourth Amendment on behalf of the County and the City, respectively, and have set their seals hereto as of the date set forth above.

Fourth Amendment to the Settlement Interlocal Agreement Between Orange County and the City of Apopka

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

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

By: _____

Clerk

Date: _____

CITY OF APOPKA

By: City Council

By: _____

Bryan Nelson, Mayor

Date: _____

Attest: Susan M. Bone

City Clerk

By: _____

Date: _____

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT. 26 2004 *aa/jrc*

SETTLEMENT INTERLOCAL AGREEMENT

**between the
CITY of APOPKA, FLORIDA
and
ORANGE COUNTY, FLORIDA**

Approved by the City of Apopka
City Council

October 20, 2004

Approved by the Orange County
Board of County Commissioners

October 26, 2004

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**SETTLEMENT
INTERLOCAL AGREEMENT
between
the CITY OF APOPKA and ORANGE COUNTY**

This **Settlement Interlocal Agreement** ("Agreement") is made by and between the **City of Apopka**, a municipality existing under Florida law (the "City"), and **Orange County, Florida**, a political subdivision and charter county of the State of Florida (the "County").

* * *

WHEREAS, the City has authority pursuant to Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, the County has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements;

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

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, otherwise known as the Local Government Comprehensive Planning and Land Development Regulation Act (the "Comprehensive Planning Act"), and Chapters 9J-5 and 9J-12, Florida Administrative Code, the City adopted its comprehensive plan on October 2, 1991, and has subsequently amended it from time to time;

WHEREAS, pursuant to the Comprehensive Planning Act, and Chapters 9J-5 and 9J-12, Florida Administrative Code, the County adopted its comprehensive plan on July 1, 1991, and has subsequently amended it from time to time;

WHEREAS, it is in the intent of the Comprehensive Planning Act to encourage and assure cooperation between and among local governments, including between and among municipalities and counties;

WHEREAS, the comprehensive plan for the City and the comprehensive plan for the County must each be consistent with the State Comprehensive Plan, which is found at Chapter 187, Florida Statutes;

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical attributes and service capacities to accommodate growth in an environmentally acceptable manner, and to use incentives and disincentives to achieve a separation of urban and rural land uses;

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exists and to plan for and finance new facilities in a timely, orderly and efficient manner;

WHEREAS, the State Comprehensive Plan requires local governments to economically and efficiently provide the amount and quality of services required by the public, and to cooperate for their mutual benefit;

WHEREAS, subsection 163.3171(3), Florida Statutes, provides for the adoption of joint planning agreements to allow counties and municipalities to exercise jointly the powers granted under the Comprehensive Planning Act;

WHEREAS, subsection 163.3177(6)(h), Florida Statutes, requires increased intergovernmental coordination, including but not limited to, providing for (1) the establishing of relationships and stating of principals to accomplish coordination between local governments;

and (2) a procedure to identify and implement joint planning areas, especially for the purpose of annexation and identification of infrastructure service areas;

WHEREAS, the City and the County have negotiated this Agreement in a spirit of cooperation in order to develop a partnership designed to maximize the efficient utilization of public resources for the benefit of the public health, safety and welfare and to foster a long term mutually beneficial relationship;

WHEREAS, the City and the County wish to identify the boundaries of a joint planning area, and to affirm that the joint planning area is necessary to ensure adequate intergovernmental coordination and cooperation;

WHEREAS, the City and County have determined that this Agreement represents a mechanism for the provision of orderly growth and development, consistent with the mandates of the State Comprehensive Plan and the Comprehensive Planning Act, during the term of this Agreement;

WHEREAS, the City and the County wish to agree on certain procedures and terms for the review and processing of annexations, assignments of land uses, and provision of infrastructure;

WHEREAS, the City has heretofore adopted a series of "Small Area Studies" to explore, *inter alia*, the assignment of land uses and demands for public facilities for the lands located within the municipal boundaries of the City as of the effective date of this Agreement and extending to the north, west and south;

WHEREAS, the Wekiva River Basin Coordinating Committee, appointed by Governor Jeb Bush on July 1, 2003, by Executive Order 2003-112, recommended, *inter alia*, that the City and the County address the subjects of coordinated planning and annexations for the "Wekiva

Study Area,” which is defined and described in the “Wekiva Parkway Protection Act” enacted by the State Legislature during the 2004 regular session and codified at Part III of Chapter 369, Florida Statutes;

WHEREAS, the geographical area subject to this Agreement lies entirely within the Wekiva Study Area;

WHEREAS, the Wekiva Study Area is subject to the Wekiva Parkway Protection Act;

WHEREAS, the Wekiva Parkway Protection Act provides that by January 1, 2006, each local government within the Wekiva Study Area, which would include the City and the County, shall amend its comprehensive plan to include the following:

(a) (1) establish land use strategies that optimize open space and promote a pattern of development on a jurisdiction-wide basis that protects the most effective recharge areas, karst features, and sensitive natural habitats, including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub;

(2) such land use strategies shall recognize property rights and the varying circumstances within the Wekiva Study Area, including rural and urban land use patterns;

(3) local government comprehensive plans shall map, using best available data from the St. Johns River Water Management District and the Fish and Wildlife Conservation Commission, recharge areas and sensitive upland habitats for this purpose; and

(4) local governments shall have the flexibility to achieve this objective through comprehensive plan strategies that may include, but are not limited to, the following: coordinated greenway plans; dedication of conservation easements; land acquisition;

clustering of development; density credits and density incentives which result in permanent protection of open space; and low to very low density development;

(b) each local government hosting an interchange on the Wekiva Parkway shall adopt an interchange land use plan into its comprehensive plan, and each interchange land use plan shall address the following: appropriate land uses and compatible development; secondary road access; access management; right-of-way protection; vegetation protection and water conserving landscaping; and the height and appearance of structures and signage; and

(c) each local government within the Wekiva Parkway shall amend its comprehensive plan to include the Wekiva Parkway alignment;

WHEREAS, the Wekiva Parkway Protection Act provides that by January 1, 2007, each local government within the Wekiva Study Area shall adopt land development regulations which implement those comprehensive plan amendments;

WHEREAS, the Wekiva Parkway Protection Act provides that during the period prior to the adoption of the comprehensive plan amendments required by the Wekiva Parkway Protection Act, any local comprehensive plan amendment adopted by a local government that applies to land located within the Wekiva Study Area shall protect surface and groundwater resources and be reviewed by the State of Florida Department of Community Affairs ("DCA"), pursuant to chapter 9J-5, Florida Administrative Code, using best available data, including the information presented to the Wekiva River Basin Coordinating Committee;

WHEREAS, it is the intent of the City and the County to fulfill and comply with the requirements of the Wekiva Parkway Protection Act regarding all comprehensive plan, land development, and land use decisions for the Wekiva Study Area;

WHEREAS, pursuant to the "Wekiva River Protection Act," enacted by the State Legislature during the 1988 regular session and codified at Part II of Chapter 369, Florida Statutes, the County adopted a "Small Area Study" and amendments to its comprehensive plan and land development regulations to protect the Wekiva River Protection Area;

WHEREAS, pursuant to the Wekiva River Protection Act, the City desires to do the same;

WHEREAS, it is the intent of the City and the County to fulfill and comply with the requirements of the Wekiva River Protection Act regarding all comprehensive plan, land development, and land use decisions for the Wekiva River Protection Area;

WHEREAS, it is the intent of the City and the County to protect the character and environmental attributes of the Wekiva Study Area, the Wekiva River Basin and the Wekiva River Protection Area;

WHEREAS, as an integral part of this Agreement, the City and the County desire to resolve the following pending litigation and disputes between them: *Orange County v. City of Apopka*, Circuit Court Case No. 03-CA-3464; *Orange County v. City of Apopka*, Circuit Court Case No. 03-CA-5471; *Orange County v. City of Apopka*, Circuit Court Case No. 03-CA-9706; *Department of Community Affairs, Orange County, and Friends of the Wekiva, v. City of Apopka*, DOAH Case No. 03-1742 GM; and the appeal filed by Orange County regarding the special exception for the Phipps Property, Case No. SPEX 03-04 Appeal;

WHEREAS, it is also the intent of the City and the County to conserve, protect, and efficiently use water resources in the interests of the public health, safety and welfare, and to avoid and eliminate circumstances giving rise to and resulting in the duplication of utility facilities and uneconomical and wasteful operations and expenditures;

WHEREAS, the City and the County therefore also desire under a *separate* agreement to replace the existing territorial agreement with a new territorial agreement relating to the provision of water, wastewater, and reclaimed water; and

WHEREAS, it is also the intent of the City and the County to clarify and affirm the responsibilities and jurisdiction of the parties to operate and maintain public roads, and segments of public roads, including associated drainage and other facilities, within the municipal boundaries of the City.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the County agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are true and form a material part of this Agreement.

SECTION 2. JOINT PLANNING AREA.

The geographical area described and referred to as the “Joint Planning Area” (“JPA”) is shown in **Exhibit “A,”** which is attached hereto and incorporated herein by reference. Pursuant to the Comprehensive Planning Act, specifically, Section 163.3171(1) and (3), Florida Statutes, at the next regular cycle for adoption of amendments to their respective comprehensive plans, the City and the County shall hold the requisite public hearings to incorporate the boundaries of the JPA into the future land use element maps (“FLUMS”) of their respective comprehensive plans.

SECTION 3. JOINT LAND USE PLAN.

During the term of this Agreement, the JPA shall be subject to the Joint Land Use Plan (“JLUP”) described in this Section 3.

(a) General.

(1) The future land use element map designations as set forth in the **County's** comprehensive plan, as those designations may be amended from time to time, shall constitute the JLUP for the following areas lying within the JPA:

(A) any unincorporated area, except for any unincorporated area annexed as described in subsection 3(a)(1)(B) or (C);

(B) except as provided by subsections 3(b), (c), (d), and (e), any unincorporated area that was annexed by the City before the effective date of this Agreement but was not assigned a future land use element map designation by the City through a comprehensive plan amendment adopted pursuant to the Comprehensive Planning Act before the effective date of this Agreement; and

(C) except as provided by subsections 3(b), (c), (d), and (e), any unincorporated area that may be annexed by the City after the effective date of this Agreement.

(2) The future land use element map designations as set forth in the **City's** comprehensive plan, as those designations may be amended from time to time, shall constitute the JLUP for the following areas lying within the JPA:

(A) any incorporated area that was part of the City's original municipal boundaries; or

(B) any incorporated area that was annexed before the effective date of this Agreement and was assigned a future land use element map designation by the City through a comprehensive plan amendment adopted pursuant to the Comprehensive Planning Act before the effective date of this Agreement.

(b) **“Core Area.”**

(1) The geographical area described and referred to as the **“Core Area”** is shown in **Exhibit “A.”** The **“Land Use Equivalency Chart,”** which is attached hereto as **Exhibit “B”** and incorporated herein by reference, shall constitute the JLUP for the following unincorporated areas lying within the Core Area:

(A) any unincorporated area that was annexed by the City before the effective date of this Agreement but was not assigned a future land use element map designation by the City through a comprehensive plan amendment adopted pursuant to the Comprehensive Planning Act before the effective date of this Agreement; and

(B) any unincorporated area that may be annexed by the City after the effective date of this Agreement.

For any unincorporated area lying within the Core Area that was annexed by the City before the effective date of this Agreement but was not assigned a future land use element map designation by the City through a comprehensive plan amendment adopted pursuant to the Comprehensive Planning Act before the effective date of this Agreement, within eighteen months after the effective date of this Agreement (unless extended with the consent of the County) the City shall hold the requisite public hearings to consider adopting a comprehensive plan amendment to establish a future land use element map designation for such annexed area that matches the “Land Use Equivalency Chart” shown at **Exhibit “B.”** Upon annexing any unincorporated area lying within the Core Area after the effective date of this Agreement, within eighteen months thereafter (unless extended with the consent of the County) the City shall hold the requisite public hearings to consider adopting a comprehensive plan amendment pursuant to the Comprehensive Planning Act to establish a future land use element map designation for such

annexed area that matches the “Land Use Equivalency Chart” shown at **Exhibit “B.”** (If the City issues a development order, as the term “development order” is defined by Section 380.031, Florida Statutes, for any such annexed areas before its comprehensive plan has been amended pursuant to this subsection, the development order shall not conflict or be inconsistent with the “Land Use Equivalency Chart.”)

Whenever the City adopts a future land use element map amendment to its comprehensive plan for any of those annexed areas that matches the “Land Use Equivalency Chart,” the JLUP for such area shall no longer be the “Land Use Equivalency Chart” but instead shall be the future land use element map designation as set forth in the City’s comprehensive plan. The County shall not object to any such comprehensive plan amendment that matches the “Land Use Equivalency Chart.”

(2) Notwithstanding the foregoing in subsection 3(b)(1), the City may entertain or accept any request or proposal to amend its comprehensive plan pursuant to the Comprehensive Planning Act for any area lying within the Core Area that does not match the “Land Use Equivalency Chart,” but in such event the County reserves the right to comment or object to any such request or proposal, or to challenge or contest any such request or proposal that may be adopted by the City in whole or in part, including as it may be found in compliance or not in compliance by the DCA. Subject to the County’s right to challenge or contest any such request or proposal pursuant to the Comprehensive Planning Act, whenever the City adopts a future land use element map amendment to its comprehensive plan for any of those annexed areas, the JLUP for such area shall no longer be the future land use element map designation as set forth in the County’s comprehensive plan, but instead shall be the future land use element map designation as set forth in the City’s comprehensive plan.

(3) For its part, the County may entertain or accept any request or proposal to amend its comprehensive plan for any unincorporated area lying within the Core Area that does not match the "Land Use Equivalency Chart," but in such event the City reserves the right to comment or object to any such request or proposal, or to challenge or contest any such request or proposal that may be adopted by the County in whole or in part, including as it may be found in compliance or not in compliance by the DCA. Subject to the City's right to challenge or contest any such request or proposal pursuant to the Comprehensive Planning Act, whenever the County adopts a future land use element map amendment to its comprehensive plan for any unincorporated area lying within the Core Area, the JLUP for such area shall be the future land use element map designation as set forth in the County's comprehensive plan, as amended.

(c) **"Small Area Study Areas."**

(1) Prior to the effective date of this Agreement, the City adopted "Small Area Studies" for the areas identified in Exhibits "C," "D," "E," and "F," which areas are described as the "Western Expressway Corridor Area," the "Plymouth Area," the "West Area," and the "Northwest Area," respectively. Exhibits "C," "D," "E," and "F" are attached hereto and incorporated herein by reference. The City adopted a "Conceptual Master Plan" for each of those areas covered by each of those "Small Area Studies," as shown on Exhibits "C," "D," "E," and "F."

(A) The County agrees and concurs with the City's "Conceptual Master Plan" for only those areas identified in Exhibits "C," "D," and "E," and in Exhibit "F" as the "North Central Area," that were annexed by the City before the effective date of this Agreement.

(B) However, the County does not necessarily agree or concur with the City's "Conceptual Master Plan" for those areas identified in **Exhibits "C," "D," and "E,"** and in **Exhibit "F"** as the "North Central Area," that may be annexed by the City after the effective date of this Agreement.

For any unincorporated area lying within any of those areas identified in **Exhibits "C," "D," and "E,"** and in **Exhibit "F"** as the "North Central Area," that was annexed before the effective date of this Agreement but was not assigned a future land use element map designation by the City through a comprehensive plan amendment adopted pursuant to the Comprehensive Planning Act before the effective date of this Agreement, within eighteen months after the effective date of this Agreement (unless extended with the consent of the County) the City shall hold the requisite public hearings to consider adopting a comprehensive plan amendment which would establish a future land use element map designation for such annexed area that replicates the land use assignments shown on the applicable "Conceptual Master Plan." The County shall not object to any such comprehensive plan amendment that replicates the applicable "Conceptual Master Plan." Whenever the City adopts a future land use element map amendment to its comprehensive plan for any of those annexed areas that replicates the land use assignment shown on the applicable "Conceptual Master Plan," the JLUP for such area shall no longer be the future land use element map designation as set forth in the County's comprehensive plan, but instead shall be the future land use element map designation as set forth in the City's comprehensive plan.

Upon annexing any unincorporated area lying within any of those areas identified in **Exhibits "C," "D," and "E,"** and in **Exhibit "F"** as the "North Central Area," after the effective date of this Agreement, within eighteen months thereafter (unless extended with the

consent of the County) the City shall hold the requisite public hearings to consider adopting a comprehensive plan amendment pursuant to the Comprehensive Planning Act for such annexed area to establish a future land use map element designation for such annexed area that replicates the land use assignments shown on the applicable "Conceptual Master Plan." The County reserves the right to comment or object to any such request or proposal, or to challenge or contest any such request or proposal that may be adopted by the City in whole or in part, including as it may be found in compliance or not in compliance by the DCA. Subject to the County's right to challenge or contest any such request or proposal pursuant to the Comprehensive Planning Act, whenever the City adopts a future land use element map amendment to its comprehensive plan for any of those annexed areas that replicates the land use assignment shown on the applicable "Conceptual Master Plan," the JLUP for such area shall no longer be the future land use element map designation as set forth in the County's comprehensive plan, but instead shall be the future land use element map designation as set forth in the City's comprehensive plan.

(2) Notwithstanding the foregoing in subsection 3(c)(1), for any area lying within any of the areas identified in **Exhibits "C," "D," and "E,"** and in **Exhibit "F"** as the "North Central Area," which was annexed by the City before the effective date of this Agreement or which may be annexed after the effective date of this Agreement, the City may entertain or accept any request or proposal to amend its comprehensive plan that does not replicate the land use shown on the applicable "Conceptual Master Plan," but in such event the County reserves the right to comment or object to any such request or proposal, or to challenge or contest any such request or proposal that may be adopted by the City in whole or in part, including as it may be found in compliance or not in compliance by the DCA. Subject to the County's right to challenge or contest any such request or proposal pursuant to the

Comprehensive Planning Act, whenever the City adopts a future land use element map amendment to its comprehensive plan for any of those annexed areas, the JLUP for such area shall no longer be the future land use element map designation as set forth in the County's comprehensive plan, but instead shall be the future land use element map designation as set forth in the City's comprehensive plan.

(3) For its part, the County may entertain or accept any request or proposal to amend its comprehensive plan for any unincorporated area lying within any of the areas identified in **Exhibits "C," "D," and "E,"** and in **Exhibit "F"** as the "North Central Area," but in such event the City reserves the right to comment or object to any such request or proposal, or to challenge or contest any such request or proposal that may be adopted by the County in whole or in part, including as it may be found in compliance or not in compliance by the DCA. Subject to the City's right to challenge or contest any such request or proposal pursuant to the Comprehensive Planning Act, whenever the County adopts a future land use element map amendment to its comprehensive plan for any unincorporated area lying within any of the areas identified in **Exhibits "C," "D," and "E,"** and in **Exhibit "F"** as the "North Central Area," the JLUP for such area shall be the future land use element map designation as set forth in the County's comprehensive plan, as amended.

(d) **"Northern Area."**

(1) The geographical area described and referred to as the **"Northern Area"** is shown in **Exhibit "A."** For any unincorporated area lying within the Northern Area that was annexed by the City before the effective date of this Agreement but was not assigned a future land use element map designation by the City through a comprehensive plan amendment adopted pursuant to the Comprehensive Planning Act before the effective date of this Agreement,

within eighteen months after the effective date of this Agreement (unless extended with the consent of the County) the City shall hold the requisite public hearings to consider adopting a comprehensive plan amendment to establish a future land use element map designation for such annexed area. Upon annexing any unincorporated area lying within the Northern Area after the effective date of this Agreement, within eighteen months thereafter (unless extended with the consent of the County) the City shall hold the requisite public hearings to consider adopting a comprehensive plan amendment pursuant to the Comprehensive Planning Act to establish a future land use element map designation for such annexed area.

Both the City and the County reserve the right to comment or object to any request or proposal to amend the other party's comprehensive plan for the Northern Area, or to challenge or contest any such request or proposal for any of those areas that may be adopted by the other party in whole or in part, including as it may be found in compliance or not in compliance by the DCA.

Subject to the County's right to challenge or contest any such request or proposal pursuant to the Comprehensive Planning Act, whenever the City adopts a future land use element map amendment to its comprehensive plan for any of those annexed areas lying within the Northern Area, the JLUP for such area shall no longer be the future land use element map designation as set forth in the County's comprehensive plan, but instead shall be the future land use element map designation as set forth in the City's comprehensive plan. Subject to the City's right to challenge or contest any such request or proposal pursuant to the Comprehensive Planning Act, whenever the County adopts a future land use element map amendment to its comprehensive plan for any unincorporated area lying within the Northern Area, the JLUP for

such area shall be the future land use element map designation as set forth in the County's comprehensive plan, as amended.

(2) Notwithstanding anything to the contrary in subsection 3(d)(1), the City and the County shall require all comprehensive plan amendments and land development regulations affecting the Northern Area to be consistent with, and all new development lying within the Northern Area to comply with, the following heightened requirements and standards:

(A) General:

Prior to or concurrent with the City or the County approving any future land use element map amendments for the Northern Area which exceed the future land use element map densities or intensities existing under the County's comprehensive plan as of the effective date of this Agreement, which existing densities are shown in **Exhibit "G,"** which is attached hereto and incorporated herein by reference, the City or the County, whichever the case may be, shall adopt comprehensive plan amendments pursuant to the Comprehensive Planning Act incorporating the requirements and standards outlined in this subsection 3(d)(2). Those comprehensive plan amendments ("implementing amendments") may be accomplished by the City or the County, whichever the case may be, through adoption of an overlay to the City's or the County's future land use element map ("FLUM") ("overlay approach"), or through goals, objectives and/or policies ("policy framework approach"), or through a combination of both approaches. Use of the overlay approach and/or the policy framework approach shall not infer any land use entitlements (equitable, legal or political). Such entitlements, if any, shall arise only in conjunction with comprehensive plan amendments adopted subsequent to the adoption of implementing amendments.

Notwithstanding anything to the contrary in Section 7 of this Agreement pertaining to notice, the City and the County shall provide each other with copies of any proposed implementing amendments no less than sixty (60) days prior to the jurisdiction's governing body's transmittal public hearing and again no less than thirty (30) days prior to the jurisdiction's governing body's adoption public hearing.

Nothing in this section is intended to preclude the City or the County, whichever the case may be, from commenting or objecting to proposed implementing amendments during the comprehensive plan amendment process and corresponding land development regulations, or from challenging or contesting any such comprehensive plan amendments that may be adopted in whole or in part, including as it may be found in compliance or not in compliance by the DCA.

Implementing amendments adopted prior to the adoption of the comprehensive plan amendments required to be adopted under the Wekiva Parkway Protection Act by January 1, 2006, shall use best available data from the St. Johns River Water Management District and the Fish and Wildlife Conservation Commission, to identify and protect recharge areas and sensitive upland habitats, including wetlands, Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub, and shall include provisions whereby clustering and maximization of open space are required when environmentally sensitive areas are identified.

Implementing amendments and corresponding land development regulations shall also include provisions requiring transition and compatibility between new and existing uses, including requiring similar lot sizes for abutting uses and appropriate buffers between different land uses (e.g., between existing agricultural uses and new development).

Implementing amendments and corresponding land development regulations shall also include provisions requiring design standards for residential and commercial uses, including minimum requirements for architectural features, garage orientation, landscaping, tree protection, bike/trail connections, open space, and other requirements protecting important environmental features and the character of the area.

Implementing amendments and corresponding land development regulations shall be applicable to all new development, but implementing amendments may include goals, objectives, and policies providing for redevelopment or for certain *de minimus* development.

Notwithstanding anything to the contrary in subsection 3(d)(2), the County may utilize its "Rural Settlement" future land use element map designation to process and adopt future land use element map amendments for land in the Northern Area (or in other portions of

the JPA) pursuant to the goals, objectives, policies dealing with Rural Settlements. In addition to those goals, objectives, and policies, the County shall not establish a Rural Settlement in the Northern Area unless the density is equal to or less than one residential unit per one acre (1du/1a), the rural character and environmental attributes of the area in question are maintained, open space is optimized (consistent with the open space percentage requirements set forth in subsection 3(d)(2)(B)), the most effective recharge areas, karst features, and sensitive natural habitats are protected, and criteria are established to determine whether central utilities are appropriate.

Land development regulations which correspond with implementing amendments shall be adopted by the City or the County, whichever the case may be, prior to approval of any new development which would exceed the future land use element map density or intensity existing under the County's comprehensive plan as of the effective date of this Agreement (see **Exhibit "G"**).

(B) Densities/Intensities:

- *General:*

Any proposed amendment to a comprehensive plan, including to a future land use element map, which proposes an increase in density or intensity of land use greater than that allowed for under the County's comprehensive plan and future land use element map in existence as of the effective date of this Agreement (see **Exhibit "G"**) shall ensure protection of identified sensitive resources, including recharge areas and sensitive upland habitats, including wetlands, Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub. The City and the County shall attempt to achieve this objective through comprehensive plan strategies that may include, but are not limited to:

- (i) Coordinated greenway plans;
- (ii) Dedication of conservation easements;
- (iii) Land acquisition;
- (iv) Clustering of development;
- (v) Density credits and density incentives which result in permanent protection of open space; and
- (vi) Low to very low density development (the terms "low density

development” and “very low density development” are not intended to reference or match any similarly named land use classifications found in the City’s comprehensive plan).

The term “clustering” shall be defined in this Agreement to mean that the built area of a development is well defined and compact, thereby facilitating or enabling both the creation of expanses of open space and the protection of environmentally sensitive areas.

The term “open space” shall be defined in this Agreement as including land that is preserved in its natural state through binding conservation easements or conveyance of an interest in title in perpetuity through the establishment of greenbelts, common areas, conservation areas that are either left in their natural state if they consist of wetlands, Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub, or that are restored to a reasonable semblance of natural conditions if previously disturbed. “Open space” may also include groundwater recharge lands and floodplain areas previously converted to agricultural uses, such as pastures or groves where the future use of land is permanently restricted to such agricultural uses through binding conservation easements. “Open space” may also include lands utilized for stormwater retention/detention as part of a surface water management plan, provided such stormwater retention/detention areas utilize only native vegetation and are managed to enhance wildlife values and recharge. “Open space” may also include lands with pervious surfaces utilized for sports or active recreation, provided that such lands shall not count more than 25% towards open space requirements, and provided that such open space is permanently protected through conservation easements or similar binding mechanisms.

“Open space” shall not include any lands with impervious surfaces utilized for sports or active recreation (e.g, asphalt tennis courts), landscaped islands within impervious areas, streets, rights of way, or unbuilt portions of any residential or commercial lot.

Stormwater retention/detention areas that fall within the definition of “open space” shall not count for more than 50% towards open space requirements, and protected wetlands shall not count for more than 50% towards open space requirements, but in no event may such stormwater retention/detention areas and protected

wetlands be combined to count for more than 75% towards open space requirements.

The exact percentage of open space for a particular development shall be determined based upon the specific characteristics and environmental attributes of the development site.

- *Residential uses:*

The following residential densities may be permitted pursuant to either the overlay approach or the policy framework approach:

- (i) Agricultural, not to exceed one residential unit per five acres (1du/5a);
- (ii) one residential unit per five acres (1du/5a), with clustering encouraged but not required, and provided that where clustering takes place open space is between 25% and 35% or greater and permanently protected;
- (iii) densities greater than one residential unit per five acres (e.g., 1du/4a) and less than one residential unit per one acre (e.g., 1du/2a), with clustering encouraged but not required, and provided open space is between 35% and 45% or greater and permanently protected;
- (iv) one residential unit per one acre (1du/1a) in a development with an overall size of less than 25 acres, with clustering encouraged but not required, and provided open space is between 35% and 45% or greater and permanently protected;
- (v) one residential unit per one acre (1du/1a) in a development with an overall size of between 25 acres and 100 acres, provided the development is a planned development (PD), with clustering required, and provided open space is between 45% and 55% or greater and permanently protected;

- (vi) one residential unit per one acre (1du/1a) in a development with an overall size of greater than 100 acres, provided the development is a PD, with clustering required, and provided open space is between 50% and 75% or greater and permanently protected. Within any such PDs, any sensitive resource elements shall be permanently protected from development. An acceptable alternative plan to a configuration in which the required percentage of open space (between 50% and 75%) is located on site is a plan which ensures that the required percentage of open space is permanently preserved through the transfer of density credits, development rights, or property purchases (such off-site transfers shall be limited to property located in the JPA), and that such development rights or purchases are permanently protected through conservation easements or similar binding mechanisms.

Densities greater than one residential unit per one acre (1du/1a) or deviations from the minimum open space percentages set forth above may be permitted only if a "small area study" for the entire Northern Area justifying such a greater density or deviation is completed by the City and/or the County and approved by the City and the County, and corresponding comprehensive plan amendments are adopted pursuant to the Comprehensive Planning Act and the Wekiva Parkway Protection Act by the City or the County, whichever is applicable, with full public participation and as may be found in compliance by the DCA. The study shall determine whether such a greater density or deviation is appropriate within the Northern Area, and if so the most appropriate distribution of density and open space, considering factors including high recharge areas, karst features, habitats, and connectivity between properties, and mapping recharge areas, sensitive wetlands, and upland habitats, utilizing best available data from the State of Florida Department of Environmental

Protection, St. Johns River Water Management District and the Florida Fish and Wildlife Conservation Commission.

- *Non-residential uses:*

Non-residential uses permitted in the Northern Area shall be limited to neighborhood commercial uses, institutional uses, agricultural uses, public parks, and public conservation lands. Comprehensive plan amendments may allow neighborhood commercial uses only at intersections of collector or arterial roadways as outlined in the policy framework approach and/or the overlay approach, and such uses shall be restricted to neighborhood commercial uses. Such neighborhood commercial uses shall not be the sole or primary impetus for increased residential densities in proximity to those commercial uses. (The comprehensive plan amendments for these neighborhood commercial uses are not deemed by the City or the County to be the same as the interchange land use plan required for interchanges for the Wekiva Parkway under Section 369.321(1), Florida Statutes, which is a provision of the Wekiva Parkway Protection Act.)

(e) Wekiva River Protection Area.

(1) The geographical area described and referred to as the **“Wekiva River Protection Area”** is shown in **Exhibit “A.”** For any unincorporated area lying within the Wekiva River Protection Area that was annexed by the City before the date of its approval of this Agreement but was not assigned a future land use map designation by the City through a comprehensive plan amendment adopted pursuant to the Comprehensive Planning Act before the date of its approval of this Agreement, within eighteen months after the effective date of this Agreement (unless extended with the consent of the County) the City shall hold the requisite public hearings to consider adopting a comprehensive plan amendment to establish a future land use map designation for such annexed area. Upon annexing any unincorporated area lying within the Wekiva River Protection Area after the date of its approval of this Agreement, within eighteen months thereafter (unless extended with the consent of the County) the City shall hold

the requisite public hearings to consider adopting a comprehensive plan amendment pursuant to the Comprehensive Planning Act to establish a future land use map designation for such annexed area.

Both the City and the County reserve the right to comment, or object to, challenge or contest any request or proposal to amend the other party's comprehensive plan for the Wekiva River Protection Area, or to challenge or contest any such request or proposal for any of those areas that may be adopted by the other party in whole or in part, including as it may be found in compliance or not in compliance by the DCA.

Subject to the County's right to challenge or contest any such request or proposal pursuant to the Comprehensive Planning Act, whenever the City adopts a future land use map amendment to its comprehensive plan for any of those annexed areas lying within the Wekiva River Protection Area, the JLUP for such area shall no longer be the future land use map designation as set forth in the County's comprehensive plan, but instead shall be the future land use map designation as set forth in the City's comprehensive plan. Subject to the City's right to challenge or contest any such request or proposal pursuant to the Comprehensive Planning Act, whenever the County adopts a future land use map amendment to its comprehensive plan for any unincorporated area lying within the Wekiva River Protection Area, the JLUP for such area shall be the future land use map designation as set forth in the County's comprehensive plan, as amended.

(2) Notwithstanding anything to the contrary in subsection 3(e)(1), the density of residential development occurring after the effective date of this Agreement for the portion of the Wekiva River Protection Area lying **north of Lester Road** shall not exceed one dwelling unit per five acres (1 du/5a). Except however, for any property lying within that area

north of Lester Road that was annexed by the City before the effective date of this Agreement or is annexed after the effective date of this Agreement, such density shall remain in effect, but if such density is increased, it shall only be done pursuant to a “small area study” and a corresponding amendment to the City’s comprehensive plan pursuant to the Comprehensive Planning Act, the Wekiva Parkway Protection Act, and the Wekiva River Protection Act, with full public participation and as may be found in compliance by the DCA. The County reserves the right to comment or object to the proposed “small area study” and/or the corresponding proposed comprehensive plan amendment, or to challenge or contest the “small area study” and/or the corresponding comprehensive plan amendment that may be adopted by the City in whole or in part, including as it may be found in compliance or not in compliance by the DCA.

All new development occurring in the portion of the Wekiva River Protection Area lying north of Lester Road shall be subject to the heightened requirements and standards described in subsection 3(d)(2)(A), in addition to all the requirements of applicable laws, statutes, rules and regulations, including the Wekiva River Protection Act and the Wekiva Parkway Protection Act.

SECTION 4. UTILITIES/ON SITE DISPOSAL SYSTEMS; STORMWATER; WEKIVA PARKWAY INTERCHANGE LAND USE PLAN.

(a) Utilities/Onsite Disposal Systems. All new residential subdivisions with lot sizes less than three acres (with the term “residential subdivision” being defined in this Agreement as a project with at least three lots) and neighborhood commercial uses shall be required to connect to central potable water and wastewater and reuse, unless it can be demonstrated through soil analysis, subdivision layout, or the use of enhanced technology that comparable groundwater protection can be achieved with smaller lots. Package plants shall not

be permitted. Where onsite disposal systems (OSDS, or septic tanks) are permitted, comprehensive plan amendments and corresponding land development regulations shall provide criteria that ensure the protection of the environment through several means, including incorporating size requirements for the OSDS and incorporating a stringent level of wastewater treatment to reduce nitrate levels. Comprehensive plan amendments and corresponding land development regulations shall also provide criteria to be used to determine when onsite disposal systems may be permitted.

All amendments to the future land use element map shall demonstrate that adequate potable water consumption use capacity is available.

(b) **Stormwater.** In order to protect groundwater resources, all new development shall be required to demonstrate that pre- and post-development recharge shall be equal. The implementing comprehensive plan amendments and corresponding land development regulations shall specify the amount of runoff that shall be retained onsite and may provide for a water budget analysis that models alternative requirements based on the specific nature of the development site. Such amendments and corresponding land development regulations may demonstrate a water balance that is sensitive to the groundwater recharge area and shall indicate that the relevant requirements of the St. Johns River Water Management District are met.

(c) **Interchange Land Use Plan.** Except for land which was annexed by the City prior to the effective date of this Agreement, no amendments to a comprehensive plan, including a future land use element map, for property located within one mile of a proposed interchange for the Wekiva Parkway may be adopted until such time as an interchange land use plan is adopted by the local government with jurisdiction over such land, unless the land use or density or intensity for the annexed land is substantially the same as the land use or density or

intensity as depicted on the future land use element map of the County's comprehensive plan existing on the effective date of this Agreement. Each interchange land use plan shall address the following: appropriate land uses and compatible development; secondary road access; access management; right-of-way protection; vegetation protection water conserving landscaping; and the height and appearance of structures and signage.

SECTION 5. PLANNING AND DEVELOPMENT WITHIN THE JOINT PLANNING AREA; APPLICABLE LAWS, STATUTES, RULES, AND REGULATIONS.

(a) The parties recognize and acknowledge that all planning and development within the JPA shall be subject to all applicable laws, statutes, rules, and regulations, including the Wekiva Parkway Protection Act. Furthermore, the parties recognize and acknowledge that all planning and development within the Wekiva River Protection Area shall be subject to all applicable laws, statutes, rules, and regulations, including the Wekiva River Protection Act. This Agreement is intended to complement and supplement all applicable laws, statutes, rules, and regulations. However, in the event either party believes that any term, provision or exhibit of this Agreement conflicts with or is not consistent with laws, statutes, rules, or regulations pertaining to and regulating planning and development within any portion or all of the JPA, including the Wekiva Parkway Protection Act and the Wekiva River Protection Act, the provisions of those laws, statutes, rules and regulations shall supercede, prevail and control to the extent of any such conflict or inconsistency.

(b) If after the effective date of this Agreement, the State Legislature, a state agency, and/or a water management district amend laws, statutes, rules or regulations pertaining to and regulating planning and development within any portion or all of the JPA, including any portion or all of the Wekiva Study Area or the Wekiva River Protection Area, or adopt other or

new laws, statutes, rules or regulations pertaining to and regulating planning and development within any portion or all of the JPA, including the Wekiva Study Area or the Wekiva River Protection Area, the parties agree, recognize, and acknowledge that those amended or new laws, statutes, rules and regulations, as they may themselves be amended from time to time, shall control all planning and development within the affected portion of the JPA, whether in the City or the County, even to the extent that such laws, statutes, rules, or regulations may conflict with or be inconsistent with specific terms, provisions or exhibits of this Agreement. However, to the extent either party believes that any such new or amended laws, statutes, rules, or regulations conflict with or are inconsistent with specific terms, provisions or exhibits of this Agreement, at the request of such party the other party agrees to discuss amending this Agreement to eliminate the actual or apparent conflict or inconsistency with such new or amended laws, statutes, rules, or regulations, and modifying their respective comprehensive plans and land development regulations as may be necessary or appropriate.

(c) Notwithstanding anything to the contrary in subsection 5(a) or 5(b), to the extent that any of the terms, provisions or exhibits of this Agreement are stricter or more stringent than any of those laws, statutes, rules, or regulations, or any new or amended laws, statutes, rules, or regulations, those terms or provisions shall control unless the existing, new, or amended laws, statutes, rules or regulations prohibit local governments from adopting or enforcing stricter or more stringent ordinances or policies.

SECTION 6. ANNEXATIONS; THE PHIPPS PROPERTY.

(a) (1) During the term of this Agreement, the City may annex, voluntarily or involuntarily, unincorporated areas lying within the JPA, but not unincorporated areas lying outside the JPA. The City shall provide the County with specific written notice of any proposed

annexation at least fifteen (15) days before the first reading of the proposed annexation ordinance. The County shall not contest any annexations where the unincorporated area proposed for annexation is contiguous, compact, and does not create any enclaves, and the annexation does not conflict with any specific term or provision of this Agreement. (For purposes of this Agreement, the terms “contiguous,” “compact” and “enclave” shall be as defined in Chapter 171, Florida Statutes.) No unincorporated area lying within the JPA shall be considered as being subject to the jurisdiction of the City unless and until the area has been annexed consistent with the requirements of this Agreement. Notwithstanding the preceding sentence, all annexed areas shall continue to be subject to the terms of this Agreement.

(2) The City shall not initiate, propose, or adopt any “wraparound” annexations under Section 171.0413(6), Florida Statutes, except to avoid the creation of an enclave or to eliminate an existing enclave. In addition to the requirements of Section 171.0413(5), Florida Statutes, the City shall provide written notice of the proposed annexation to all affected property owners at least fifteen (15) days before the initial reading of the proposed annexation ordinance.

(3) (A) For County-owned property which will become or becomes surrounded by the City as a result of an annexation, the County may in its sole discretion provide the City with written notice prior to or after the annexation informing the City whether it desires for the City to annex the “enclave,” and the City agrees to comply with the County’s request regarding the enclave within six (6) months.

(B) Within two years from the effective date of this Agreement, the City and the County shall work together in good faith to enter into interlocal agreements

pursuant to Section 171.046(2)(a), Florida Statutes, to eliminate enclaves of ten (10) acres or less which exist on the effective date of this Agreement.

(4) The City and the County shall work together in good faith to develop a plan for the future annexation, development, and redevelopment of the area referred to as "South Apopka," which area is depicted and described as such in **Exhibit "A."**

(5) Also, where the City annexed before the effective date of this Agreement, or annexes after the effective date of this Agreement, greater than fifty percent (50%) of the total linear frontage along both sides of any road right-of-way located between two intersecting streets (*e.g.*, a local road), other than a road right-of-way that is part of the State Highway System or a road right-of-way that is a County functionally classified road, the City agrees to accept the responsibility to maintain and operate such road right-way or segment thereof, including any associated drainage facilities, between the two intersecting streets.

(6) Within eighteen months after annexing land within the JPA (unless extended with the consent of the County), the City shall hold the requisite public hearings to amend its comprehensive plan and to adopt corresponding land development regulations for the annexed land.

(b) With respect to the real property which the County acquired through the power of eminent domain prior to the effective date of this Agreement that is described in **Exhibit "H"** attached hereto and incorporated herein by reference ("Phipps Property"), the City authorizes the County to engage in all necessary activities for use of the Phipps Property for an aquifer recharge/wastewater effluent disposal site, and hereby grants all necessary City approvals and permits for such purposes. Accordingly, the City agrees not to contest, object to, interfere

with, or condone any interference with, any such permits or use, provided that such use is exercised in accordance with permit conditions and requirements.

SECTION 7. NOTICES OF PROPOSED DEVELOPMENT, COMPREHENSIVE PLAN AMENDMENTS AND LAND DEVELOPMENT REGULATIONS.

The City and the County shall provide the other party with specific written notice at least thirty (30) days before any public hearing is held by a governing body or an advisory body to consider any application for a rezoning, special exception, or subdivision plan approval, for any tract, lot or parcel lying adjacent to the other party's jurisdictional boundary, or any comprehensive plan amendment which affects property lying within the JPA or which implements any of the terms of this Agreement, or any comprehensive plan amendment or land development regulation that affects the JPA, including those that implement any laws, statutes, rules, or regulations affecting the JPA, including the Wekiva Parkway Protection Act and the Wekiva River Protection Act.

SECTION 8. RURAL SETTLEMENTS; PRESERVATION DISTRICTS.

(a) Nothing in this Agreement precludes the County from establishing any new Rural Settlements in the unincorporated area, or expanding existing Rural Settlements. However, the County agrees that during the term of this Agreement the Board shall not designate any new "Preservation Districts" within the JPA as otherwise authorized under Section 505 of the Orange County Charter.

(b) During the term of this Agreement, the City shall not support, participate in, or initiate any litigation that challenges Section 505 of the Orange County Charter, entitled "Voluntary Annexation," as it reads on the effective date of this Agreement, or that challenges

any of the Preservation Districts created thereunder, except for any Preservation Districts that may be established within the boundaries of the JPA.

(c) The City understands and agrees that during the term of this Agreement, the County reserves the power and right to propose any amendment to Section 505 of the Orange County Charter in furtherance of its authority to provide for an exclusive method of municipal annexation, provided that any such proposed amendment shall recognize that the terms of this Agreement relating to annexations within the JPA shall supercede the amendment to the extent of any conflict.

SECTION 9. PUBLIC SERVICES.

(a) **Utilities.** Concurrent with the approval of this Agreement, the City and the County shall, by separate instrument, adopt an Amended and Restated Water, Wastewater, and Reclaimed Water Territorial Agreement for the provision of water, wastewater, and reclaimed water services for a twenty-one (21) year term ("Amended and Restated Territorial"), which shall supercede and replace the existing Territorial Agreement entered into by the parties in 1985. The City shall, at its next comprehensive plan adoption cycle, consider amending its comprehensive plan to incorporate by reference or otherwise the provisions of the Amended and Restated Territorial.

(b) **Public schools.** To the extent that they are not inconsistent and do not conflict with an amendment to the Orange County Charter addressing school overcrowding, "The Interlocal Agreement regarding School Overcrowding and Land Use Approvals" executed by the City on July 17, 2002, and executed by the County on September 9, 2002, and the "Interlocal Agreement" with the School Board of Orange County, which was still pending as of the effective date of this Agreement, shall act as the City's and the County's agreements concerning school

capacity of public schools and overcrowded public schools, unless and until such agreements are amended or terminated. Pursuant to the above referenced 2002 agreement, the City and the County agree that, for each request that each party receives for a rezoning or comprehensive plan amendment that, if approved, would increase residential density on the affected property, it will:

(1) ascertain from the Orange County Public Schools whether the capacity of any public school that would be affected by the proposed rezoning or comprehensive plan amendment is sufficient to handle the additional students estimated from the rezoning or comprehensive plan amendment, if approved; and

(2) direct its staff to make note on the pertinent staff report that public school overcrowding, if it would be caused or materially aggravated by the requested rezoning or comprehensive plan amendment, if approved, is grounds for denial of the request.

(c) **Other public services.** The respective staffs of the City and the County shall meet at least once each calendar year to discuss issues related to other public services, including fire and rescue services, stormwater retention, public parks, and transportation improvements, and to work in good faith to resolve such issues.

SECTION 10. TERM OF AGREEMENT; TERMINATION; EXTENSIONS.

(a) This Agreement shall expire on **December 31, 2025**, unless extended in accordance with the terms of subsection 10(b).

(b) (1) This Agreement shall be automatically extended past the original term of this Agreement for an additional five (5) year term, unless either the City or the County, as the case may be, delivers a notice of non-renewal to the other party at least one hundred eighty (180) days prior to the expiration of the original term of this Agreement. If it is extended for an additional five (5) year term, this Agreement shall be automatically extended for consecutive one

(1) year terms unless and until either the City or the County, as the case may be, delivers a notice of non-renewal to the other party at least ninety (90) days prior to the termination date of any such extended one (1) year term, in which event this Agreement shall expire at the end of that extended one (1) year term.

(2) A party delivering such a notice of non-renewal as aforesaid may, in such party's sole discretion, revoke such notice of non-renewal at any time prior to the expiration date of the original term or any extended term of this Agreement.

SECTION 11. CONFLICT RESOLUTION.

(a) Subject to subsection 11(b), in the event that disagreements or conflicts arise between the parties relating to the terms of this Agreement, including but not limited to annexation issues, the procedures for conflict resolution set forth in this Section 11 shall be followed prior to the initiation of any legal, equitable or other formal challenge or action by either party.

(1) The chief administrative officials (CAO's) of both the City and the County, or their designees, shall meet to discuss the unresolved issues and to develop a report to the respective governing bodies. Reports shall be submitted to the governing bodies within forty-five (45) days following the meeting of the CAO's or their designees and should address areas of agreement, areas of disagreement, and recommended compromise provisions or options. The governing bodies shall separately review the respective reports, and make a decision regarding the same.

(2) If the governing bodies do not resolve all of the unresolved issues under the procedures set forth in Section 11(a)(1), a joint meeting of the governing bodies shall be held to discuss the unresolved issues unless either governing body decides in its sole

discretion not to have a joint meeting, and so notifies the other party. If a joint meeting is held, it shall take place within sixty (60) days after submission of the CAO's reports (unless such period is extended by both parties), and the governing bodies shall attempt to resolve the unresolved issues at the joint meeting.

(3) If the governing bodies do not resolve all of the unresolved issues at a joint meeting, or one or both governing bodies decide not to hold a joint meeting, the East Central Florida Regional Planning Council, or an independent mediation group or mediator as may be agreed upon by the CAOs or their designees, shall serve as the forum for informal nonbinding mediation of any unresolved issues between the City and the County with respect to any of the matters set forth in this Agreement.

(b) Notwithstanding the foregoing, in the event that either party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the parties an opportunity to pursue the dispute resolution procedures set forth in subsection 11(a). If the abatement is granted, the parties shall revert to and pursue the dispute resolution procedures set forth in subsection 11(a).

(c) In the event the parties cannot resolve a conflict after following the procedures set forth in subsection 11(a), then in such event the parties may pursue or resume

pursuing such other remedies as may be available for resolution of such conflict, including but not limited to all judicial and administrative remedies.

SECTION 12. MODIFICATIONS AND AMENDMENTS; WAIVERS.

(a) This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto.

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, either party (through its governing body, the Mayor, County Chairman, or chief administrative official) shall have the right, but not the obligation, to waive in writing, on a case by case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation or circumstance and without being deemed or considered to have waived any other right or condition.

SECTION 13. NOTICES.

(a) All notices, comments, consents, objectives, approvals, waivers and elections which any party shall be required, requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addressees set forth below or as either party may otherwise designate in the manner prescribed herein.

If to the City: Mayor
City of Apopka
P.O. Drawer 1229
Apopka, FL 32704-1229
407-703-1703 (Phone)
407-703-1705 (Fax)

With a copy to: City Administrator
City of Apopka
P.O. Drawer 1229
Apopka, FL 32704-1229
407-703-1703 (Phone)
407-703-1716 (Fax)

With a copy to: City Attorney
City of Apopka
9064 Great Heron Circle
Orlando, FL 32836
407-246-0200 (Phone)

* * * *

If to the **County**: County Chairman
201 S. Rosalind Avenue
Orlando, Florida 32802
407-836-7370 (Phone)
407-836-7360 (Fax)

With a copy to: County Administrator
201 S. Rosalind Avenue
Orlando, Florida 32802
407-836-7370 (Phone)
407-836-7399 (Fax)

With a copy to: Manager
Orange County Planning Division
201 S. Rosalind Avenue
Orlando, Florida 32802
407-836-5600 (Phone)
407-836-5862 (Fax)

With a copy to: County Attorney
201 S. Rosalind Ave.
Orlando, Florida 32802
407-836-7320 (Phone)
407-836-5888 (Fax)

(b) Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other address, phone or fax number as such party may have substituted therefor by notice to the other.

SECTION 14. TRANSFER OF POWERS.

To the fullest extent necessary to accomplish the purposes of this Agreement, this Agreement shall be construed as accomplishing a transfer of powers as described in this Agreement and as a resolution by the governing bodies of the City and the County to effect such a transfer.

SECTION 15. ENFORCEABILITY.

This Agreement (and any part of this Agreement that may survive the termination of this Agreement) shall be enforceable by the parties hereto by whatever remedies are available in law or equity, including mandatory or prohibitory injunctive relief and specific performance. In the event that either party believes the other party is not complying with or is violating this Agreement and seeks temporary and/or permanent injunctive relief as a result, the parties acknowledge and agree that the party bringing the case for injunctive relief shall, upon proving to the satisfaction of the reviewing court such non-compliance or violation, be deemed to have suffered irreparable harm and to have proven that it is in the best interests of the public to prevent, cure or stop the non-compliance or violation.

SECTION 16. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.

This Agreement is solely for the benefit of the City and the County, and no right, privilege, or cause of action shall accrue upon or by reason hereof to or for the benefit of any

third party, including without limitation any other municipality or county. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

SECTION 17. BINDING EFFECT.

All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 18. ENTIRE AGREEMENT; EFFECT ON OTHER AGREEMENTS; INTERPRETATION AND CONSTRUCTION; COUNTERPARTS.

(a) This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are replaced and superseded by this Agreement.

(b) This Agreement, however, shall not be construed or interpreted as amending, modifying, superseding or terminating any other agreements between the City and County, except to the extent any other such agreement may conflict with or not be consistent with this Agreement.

(c) Also, neither the form of this Agreement, nor any provision or wording of this Agreement, shall be interpreted or construed against one party as the drafter thereof.

(d) This Agreement shall be executed by the parties in two original and identical counterparts, with one of the fully executed originals and its exhibits to be retained in

the office of the City Clerk, and the other to be retained in the office of the Clerk of the Board of County Commissioners.

SECTION 19. VALIDITY OF AGREEMENT.

The City and County each represent and warrant to the other its respective authority to enter into this Agreement, and that this Agreement was approved by the City Council and the Board of County Commissioners at public hearings as required under Section 163.3171(3), Florida Statutes.

SECTION 20. COVENANT TO DEFEND.

The parties agree that neither this Agreement nor any portion of this Agreement may be challenged by the City or the County. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless both parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

SECTION 21. SETTLEMENT OF OUTSTANDING LITIGATION AND DISPUTES.

(a) It is the partial intent of this Agreement to fully resolve all issues between the parties to the litigation and disputes referenced in the recitals. The parties enter into this Agreement in a spirit of cooperation partly for the purpose of avoiding costly, lengthy and

unnecessary litigation and in recognition of the desire for a speedy and reasonable resolution of all the disputes arising out of the litigation. This Agreement, however, should not be construed as an admission or concession by either party hereto of the validity, correctness or truthfulness of any of the other party's allegations, arguments, or positions regarding any of the issues in the litigation, or as an admission or concession by either party hereto of the invalidity, incorrectness or untruthfulness of any of its own allegations, arguments, or positions regarding any of the issues in the litigation.

(b) Accordingly, within thirty (30) days after the effective date of this Agreement, the County shall voluntarily dismiss with prejudice the three annexation lawsuits (Circuit Court Case Nos. 03-CA-3464, 03-CA-5471, and 03-9706) and the appeal regarding the Phipps Property referenced above. Also, if the City completes all the actions described under the separate Stipulated Settlement Agreement between the City and the County in DOAH Case No. 03-1742-GM, the County shall voluntarily dismiss the challenge to the City's comprehensive plan amendments in that DOAH case within thirty (30) days after the completion of all those actions.

SECTION 22. GOVERNING LAW; VENUE.

(a) This Agreement shall be governed by the laws of the State of Florida.

(b) Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida.

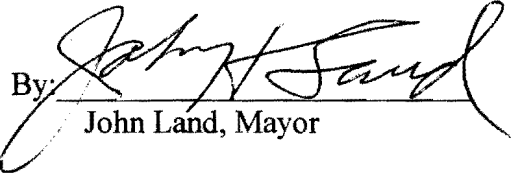
SECTION 23. EFFECTIVE DATE; CONDITION PRECEDENT.

(a) Subject to subsection 23(b), this Agreement shall take effect upon the date of approval by the City or upon the date of approval by the County, whichever date is later.

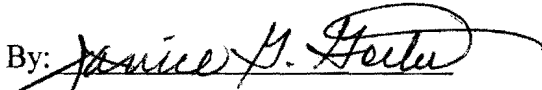
(b) A condition precedent to this Agreement taking effect is that the City and the County enter into an Amended and Restated Water, Wastewater, and Reclaimed Water Territorial Agreement as described generally in subsection 9(a).

CITY OF APOPKA

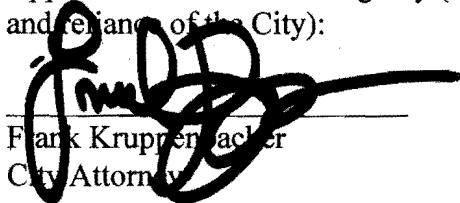
By: City Council

By: 
John Land, Mayor

ATTEST: City Clerk

By: 

Approved as to form and legality (for the use and reliance of the City):

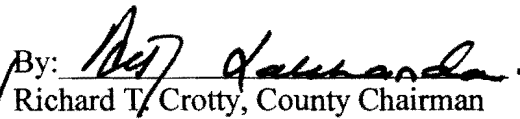

Frank Kruppenbacher
City Attorney

APPROVED BY APOPKA CITY COUNCIL

ON October 20, 2004

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
Richard T. Crotty, County Chairman

ATTEST: Martha O. Haynie, County Comptroller
as Clerk of the Board of County Commissioners

By: 
Deputy Clerk

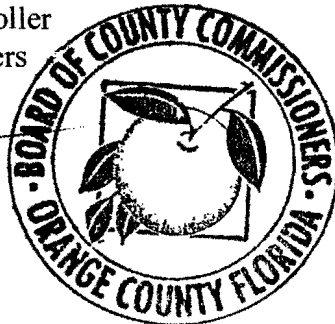
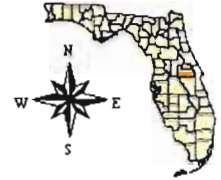


Exhibit "A"
Joint Planning Area
Orange County, Florida



Lake County

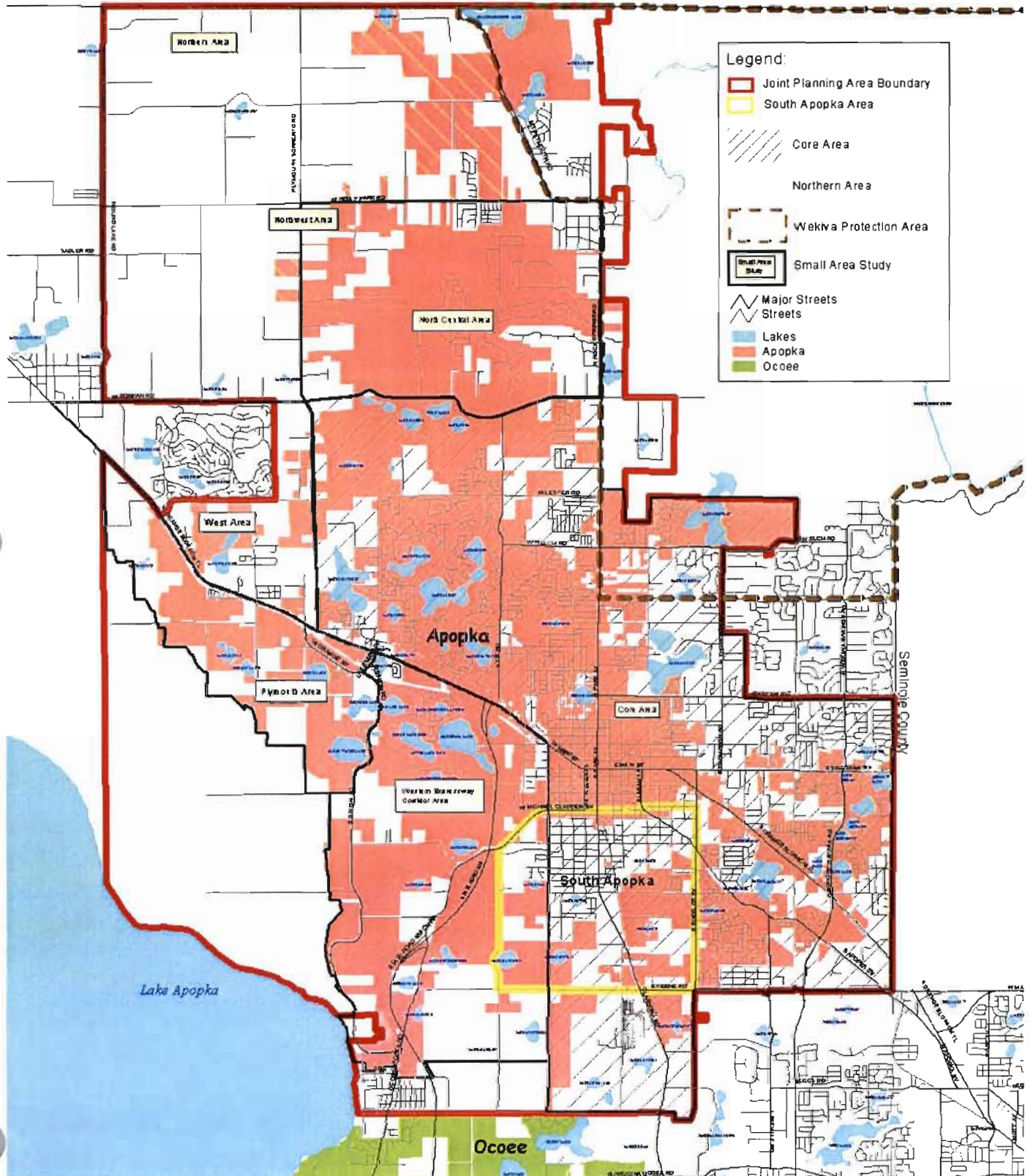


EXHIBIT "B"

LAND USE EQUIVALENCY CHART

ORANGE COUNTY

CITY OF AOPKA

Rural/Agricultural (1 du/10 acres)

Agricultural (1 du/5 acres)

Rural Settlement (1 du/5 acres)

Agricultural (1 du/5 acres)

Rural Settlement (1 du/2 acres)

AG-Estate (1 du/2 acres)

Rural Settlement (1 du/acre)

Residential Estate (1 du/acre)

Low Density (1 - 4 du/acre)

Residential Low (0 - 5 du/acre)
&
Residential Low Suburban
(0 - 3.5 du/acre)
(Between Lester and Ponkan Roads)
&
Residential Very Low Suburban
(0 - 2 du/acre)
(North of Ponkan Road)

Low Medium (4 - 10 du/acre)

Residential medium (0 - 10 du/acre)

Medium Density (10 - 20 du/acre)

Residential High (0 - 15 du/acre)

High Density (20 + du/acre)

Residential High (0 - 15 du/acre)

Office

Office

Commercial

Commercial

Industrial

Industrial

Institutional

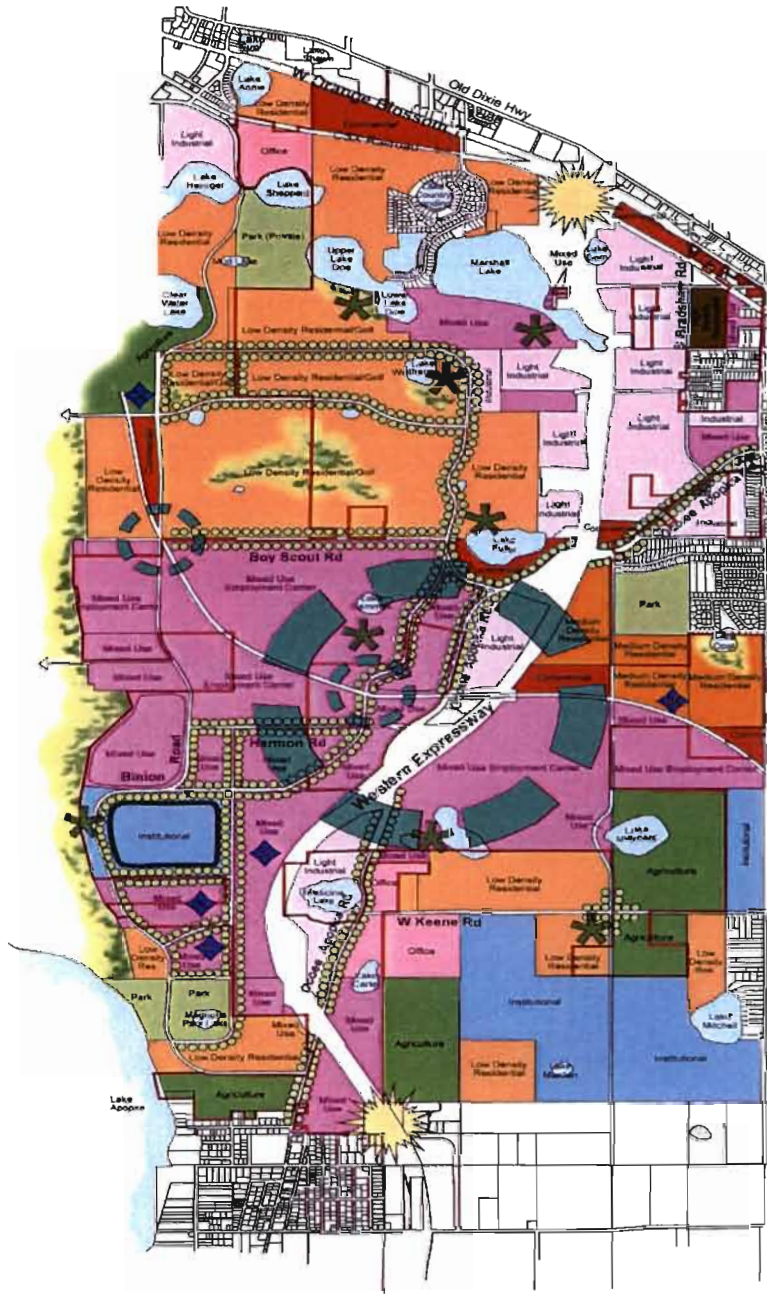
Institutional

Parks/Recreation

Parks/Recreation

Exhibit 'C'

North



Legend

- Potential City Gateway
- City Boundary
- Potential for Park Use
- Potential for Public Use (church, school, community center, etc.)
- Community Focal Point
- Agriculture
- Commercial
- Industrial
- Institutional
- Mixed Use
- Office
- Open Space/Recreation
- Residential (max. dwelling units per acre):
 - Ag-Exempt (1 du/2 ac)
 - Residential Estate (1 du/acre)
 - Very Low Suburban (2 du/acre)
 - Low Suburban (3.5 du/acre)
 - Low Density (5 du/acre)
 - Medium Density (10 du/acre)
 - High Density (15 du/acre)



LAND DESIGN INNOVATIONS

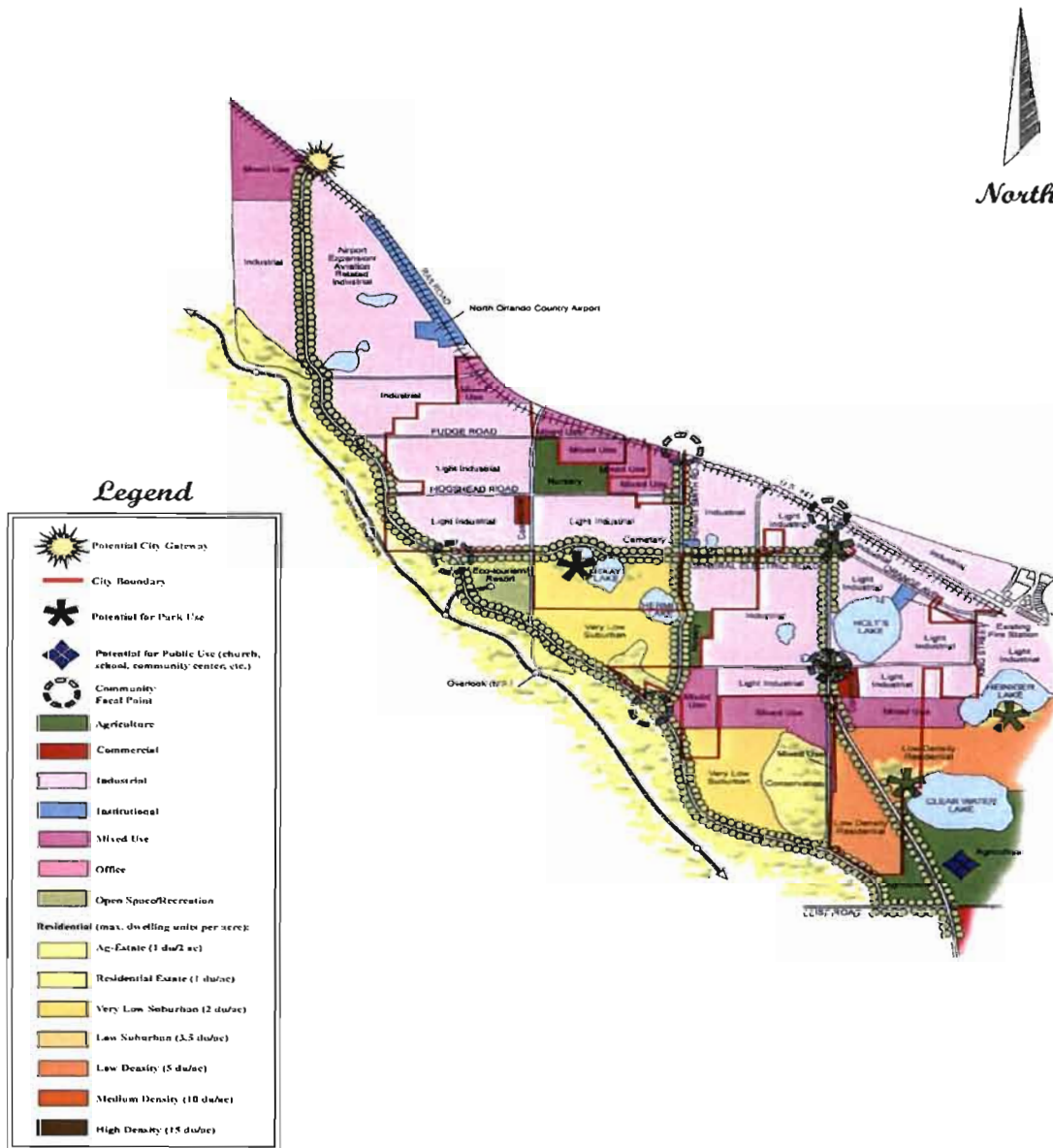
151 Lookout Place
Suite 200
Maitland, Florida 32751
Phone: 407-975-1273
Fax: 407-975-1278

Western
Expressway
Corridor



Conceptual
Master
Plan

Exhibit 'D'



LAND DESIGN INNOVATIONS
 151 Lookout Place
 Suite 200
 Maitland, Florida 32751
 Phone: 407-975-1273
 Fax: 407-975-1278

**Plymouth
Area**



**Conceptual
Master
Plan**



 Agriculture

 Commercial



 Institutions

☐ Ag-Estate (1 du/2 ac)
☐ Residential Estate (1 du/ac)
☐ Very Low Suburban (2 du/ac)
☐ Low Suburban (3.5 du/ac)

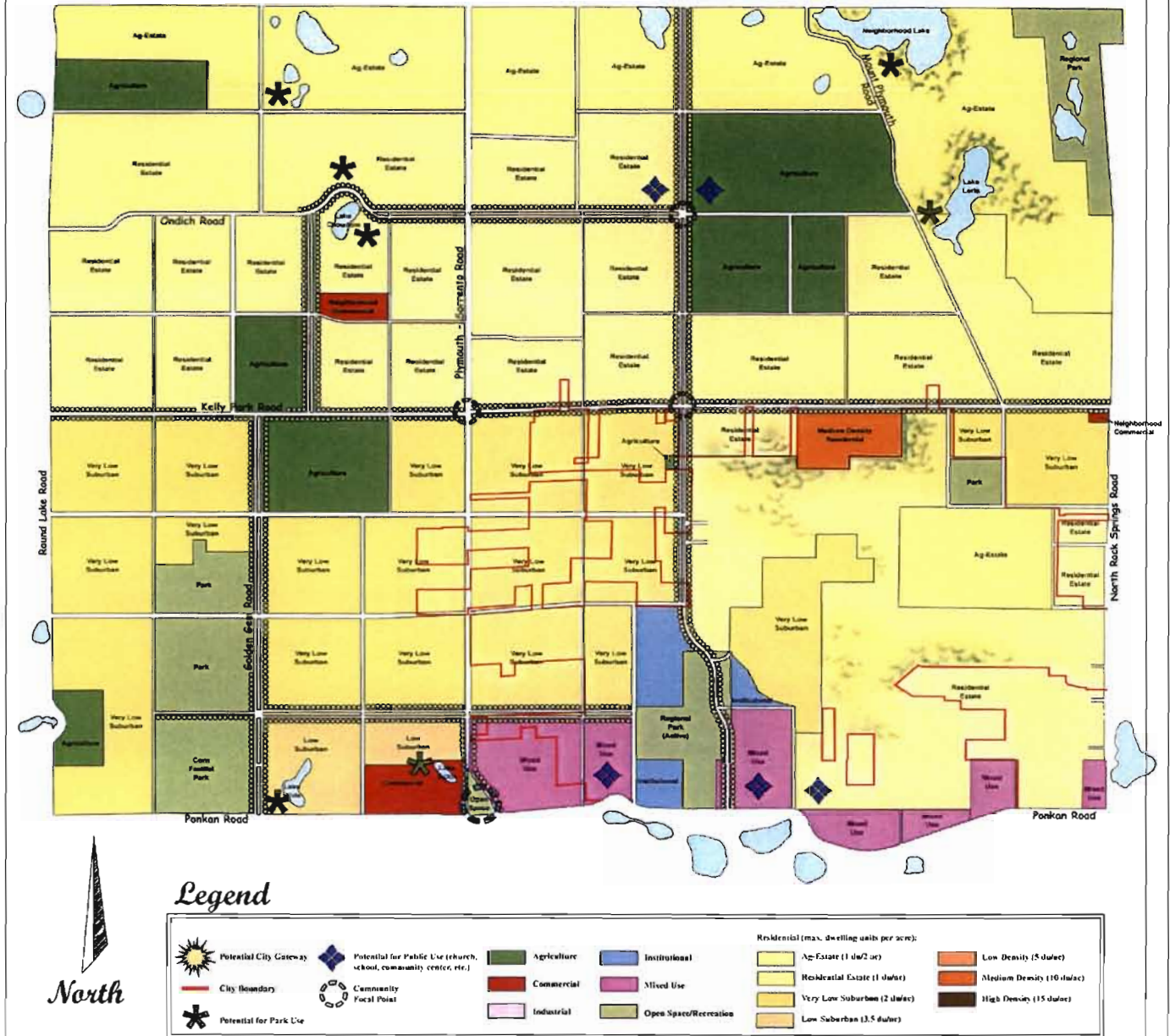
Low Density (5 du/ae)
Medium Density (10 du/ae)
High Density (15 du/ae)



West Area



Exhibit 'F'



LAND DESIGN INNOVATIONS
Inc.

151 Lookout Place
Suite 200
Maitland, Florida 32751
Phone: 407-975-1273
Fax: 407-975-1278

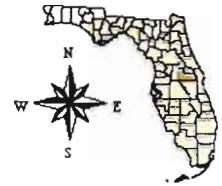
**Northwest
Area**



**Conceptual
Master
Plan**

Exhibit 'G'

Orange County Future Land Use Element Map Designations for Northern Area



Orange County, Florida

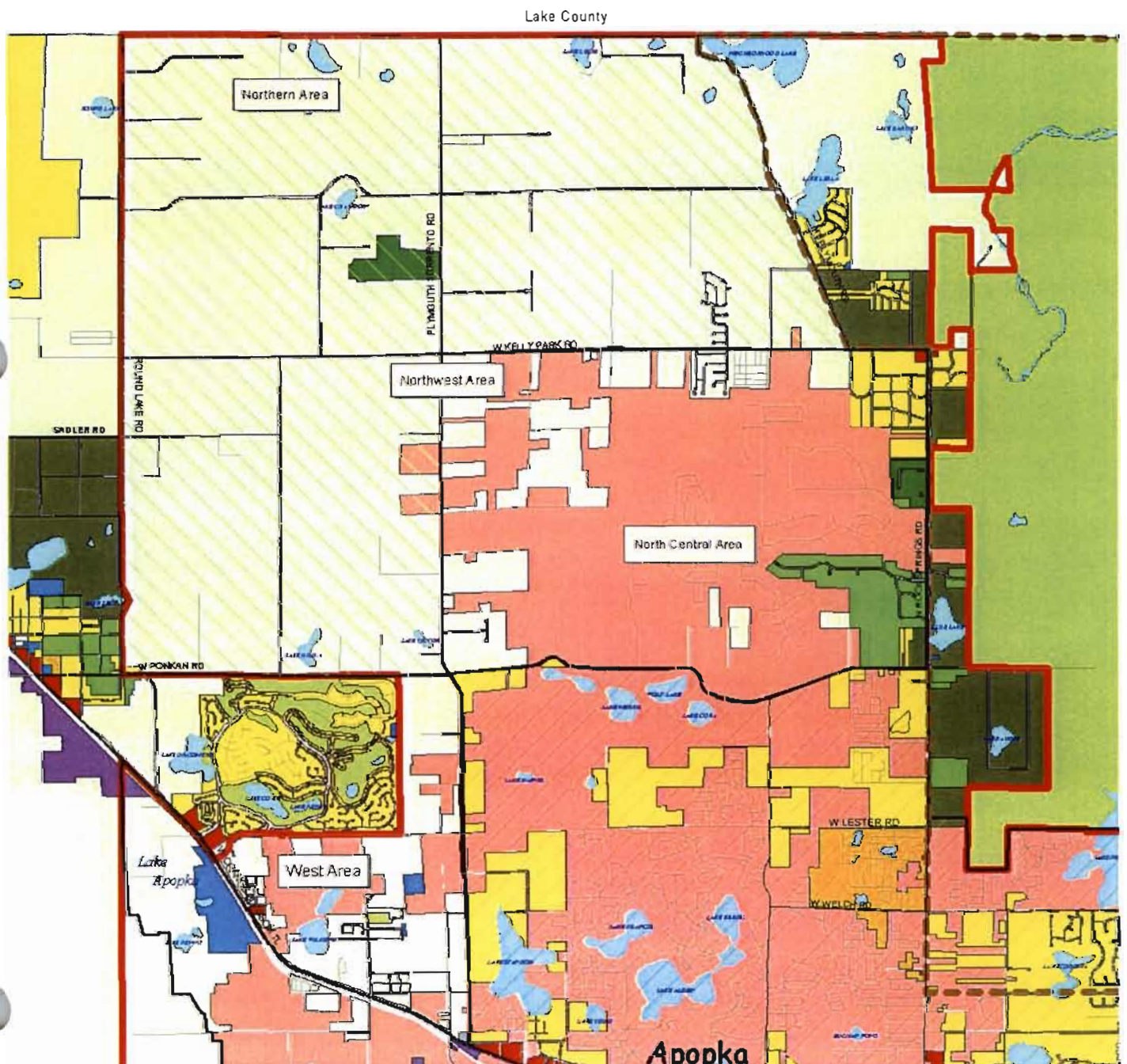
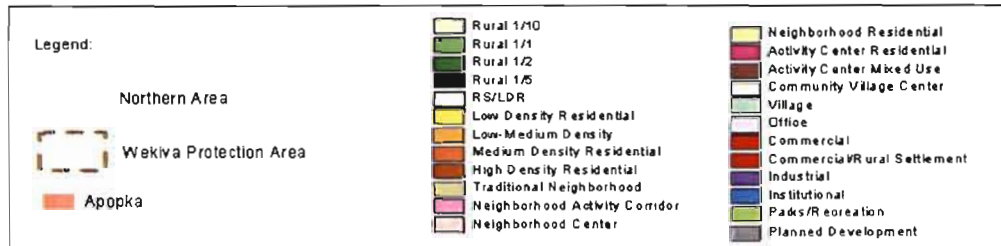
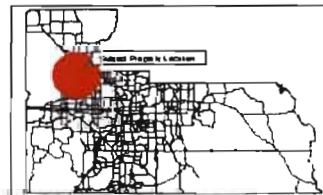
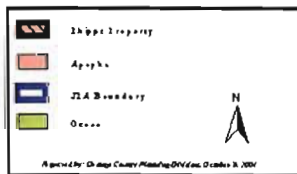
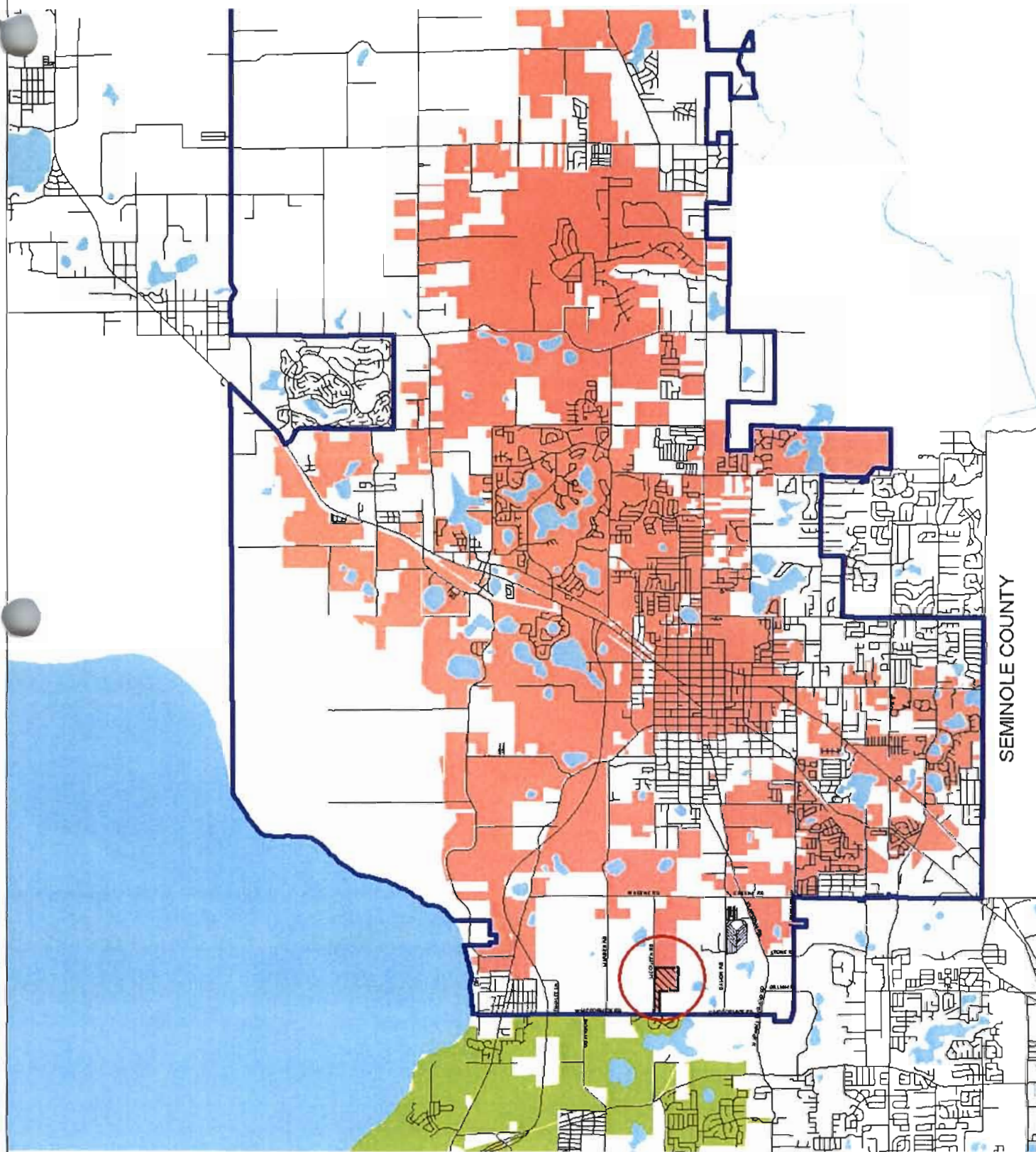


Exhibit 'H' Phipps Property



S:\JPrinsell\AGRCNT\ApopkaZ - Oct19'04.rtf (10/19/04)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 02 2005 *Jace*

**FIRST AMENDMENT
to the
SETTLEMENT
INTERLOCAL AGREEMENT
between
the CITY OF APOPKA and ORANGE COUNTY**

This **First Amendment** to the **Settlement Interlocal Agreement** is made by and between the **City of Apopka**, a municipality existing under Florida law (the "City"), and **Orange County, Florida**, a political subdivision and charter county of the State of Florida (the "County").

* * *

WHEREAS, on October 20, 2004, the City approved the Settlement Interlocal Agreement;

WHEREAS, on October 26, 2004, the County approved the Settlement Interlocal Agreement; and

WHEREAS, pursuant to Section 12(a) of the Settlement Interlocal Agreement, the City and the County desire to amend Section 12(b) of the Settlement Interlocal Agreement related to waivers.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Settlement Interlocal Agreement, and other good and valuable consideration, the City and the County agree to amend Section 12(b) of the Settlement Interlocal Agreement as described below.

SECTION 1. AMENDMENT TO SECTION 12(b) (" . . . WAIVERS").

Section 12(b) of the Settlement Interlocal Agreement is amended to read as follows:

**SECTION 12. MODIFICATIONS AND
AMENDMENTS; WAIVERS.**

. . .

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, either party (through its governing body) shall have the right, but not the obligation, to waive in writing, on a case by case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation or circumstance and without being deemed or considered to have waived any other right or condition. Also, either party (through its governing body, Mayor, County Mayor, or chief administrative official), shall have the right, but not the obligation, to waive in writing, on a case by case basis, any minor right or minor condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such minor right or minor condition for any other case, situation or circumstance and without being deemed or considered to have waived any other right or condition.¹

¹ The amendments to Section 12(b) of the Settlement Interlocal Agreement are shown as follows by underlines (added words) and strike-throughs (deleted words):

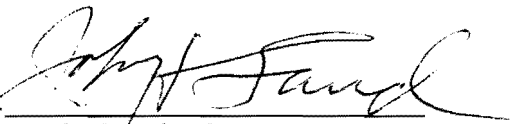
(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, either party (through its governing body), ~~the Mayor, County Chairman, or chief administrative official~~ shall have the right, but not the obligation, to waive in writing, on a case by case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation or circumstance and without being deemed or considered to have waived any other right or condition. Also, either party (through its governing body, Mayor, County Mayor, or chief administrative official), shall have the right, but not the obligation, to waive in writing, on a case by case basis, any minor right or minor condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such minor right or minor condition for any other case, situation or circumstance and without being deemed or considered to have waived any other right or condition.

SECTION 2. EFFECTIVE DATE.

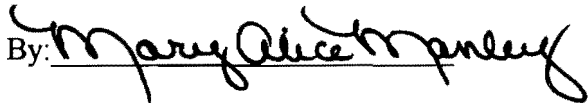
This First Amendment to the Settlement Interlocal Agreement shall take effect upon the date of approval by the City or upon the date of approval by the County, whichever date is later.

CITY OF APOPKA

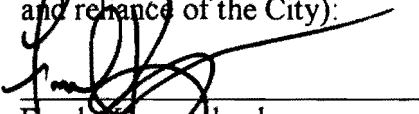
By: City Council

By: 
John Land, Mayor

Deputy
ATTEST: City Clerk

By: 

Approved as to form and legality (for the use and reliance of the City):

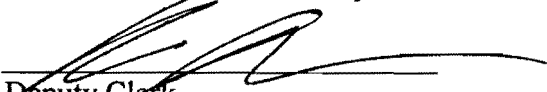

Frank Kruppenbacher
City Attorney

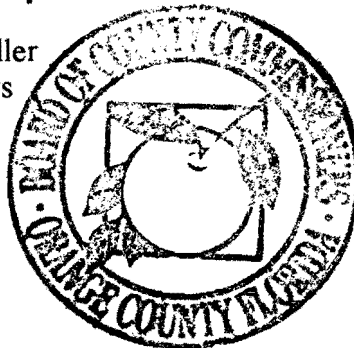
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
Richard T. Crotty, County ~~Chairman~~ Mayor

ATTEST: Martha O. Haynie, County Comptroller
as Clerk of the Board of County Commissioners

By: 
Deputy Clerk



S:\JPrinsell\AGRCNT\ApopkaZ - First Amendment.rtf (10/29/04)

OCT 19 2010

NH/BS

Revised 9-7-10

**SECOND AMENDMENT TO
JOINT PLANNING AREA AGREEMENT
BETWEEN ORANGE COUNTY AND
THE CITY OF APOPKA**

THIS SECOND AMENDMENT TO JOINT PLANNING AREA AGREEMENT
(Amendment) is made and entered into as of the _____ day of OCT 19 2010, 2010, by
and between **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida
(the County), and the **CITY OF APOPKA**, a Florida municipal corporation (the City).

RECITALS

WHEREAS, the Wekiva Parkway and Protection Act was enacted by the Florida Legislature
in 2004, was amended in 2005, and is currently found at Part III, Chapter 369, Florida Statutes
(specifically sections 369.314 – 369.324, Florida Statutes); and

WHEREAS, the Act requires those local governments hosting an interchange on the Wekiva
Parkway to adopt amendments to their comprehensive plans within one year after the
establishment of an interchange location to address issues relating to appropriate land uses,
compatible development, secondary road access, access management, right of way protection,
vegetation protection, water conserving landscape, and height and appearance of structures and
signage; and

WHEREAS, the County and the City entered into a certain Settlement Interlocal Agreement
between the City of Apopka and Orange County Florida, approved October 26, 2004, amended
August 2, 2005 and on (insert this date) (hereafter "JPA"); and

WHEREAS, in the JPA the parties agreed, among other things, on a joint planning area
boundary, a joint land use map, and the framework for establishing standards and requirements
for the Wekiva Parkway interchange area; and

WHEREAS, the County and the City will share jurisdictional authority over the area within
the Wekiva Parkway interchange and wish to commit to certain goals and objectives for that area
in a separate Interlocal Agreement; and

WHEREAS, lands depicted within a one mile radius from the approved Wekiva Parkway
interchange are included in this area and constitute the Study Area Boundary; and

WHEREAS, in order to accomplish the objectives of the Act and the Interlocal Agreement
for the Study Area Boundary, the County and the City have determined that certain provisions of

the JPA, including Exhibit F as it pertains to the Study Area Boundary, are outdated or will become outdated by the adoption the Interlocal Agreement; and

WHEREAS, both the County and the City desire to amend the existing JPA to ensure consistency between the JPA and the Interlocal Agreement for the area described as the Study Area Boundary; and

WHEREAS, pursuant to Section 163.3171(3), Florida Statutes, this Amendment has been approved by the Orange County Board of County Commissioners and the Apopka City Council at advertised public hearings.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the County and the City hereby agree as follows:

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

Section 2. Authority. This Amendment is entered into pursuant to (1) Chapters 125, 163 and 166, Florida Statutes, (2) the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements, (3) the Charters of the County and City, and (4) the Joint Planning Area Agreement.

Section 3. Map Amendment.

“Exhibit F” to the JPA is hereby deleted and replaced with a new “Exhibit F”, which is attached hereto and incorporated herein by reference. For purposes of interpreting the JPA, the parties agree that the area described in “Exhibit F” is unaffected by this amendment except as to the Study Area Boundary, which is described in “Exhibit F1” hereto and the Interlocal Agreement.

“Exhibit F1”, is attached hereto and incorporated herein by reference, and describes the future land uses of those parcels located within the Study Area Boundary and agreed upon by the City and the County and is typified in Exhibit B to the Interlocal Agreement. The parties agree that, as to the parcels located in the Study Area Boundary, to the extent of any conflict between the JPA and the Interlocal Agreement, the Interlocal Agreement will control and shall supersede the JPA unless otherwise indicated in the Interlocal Agreement. (Exhibit “F1” hereto and Exhibit “B” to the Interlocal Agreement are identical exhibits.)

Revised 9-7-10

Section 4. Text Amendment. A new paragraph (4) is added to Subsection (c), "Small Area Study Areas" of Section 3, Joint Land Use Plan, to read as follows:

(4) Pursuant to the Interlocal Agreement approved by the parties the parties agree that, as to the parcels located in the Study Area Boundary and as described in "Exhibit F1" to the JPA, the terms of the Interlocal Agreement will control and that the Interlocal Agreement supersedes the JPA to the extent of any conflict between the Interlocal Agreement and the JPA, unless otherwise indicated in the Interlocal Agreement.

Section 5. Except as expressly set forth herein, all other provisions of the JPA, as amended, remain unchanged and in full force and effect.

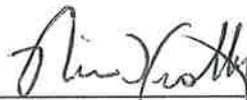
Section 6. Severability. Should any section, subsection, sentence, clause, phrase or provision of this Amendment is held invalid or unconstitutional by a court of competent jurisdiction such invalidity or unconstitutionality shall not be construed to render the remaining portions of this Amendment invalid or unconstitutional.

Section 7. Effective Date. This Second Amendment to the JPA shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Council, whichever date is later.

IN WITNESS WHEREOF, the County and City have executed this Second Amendment to the JPA on the dates inscribed below.

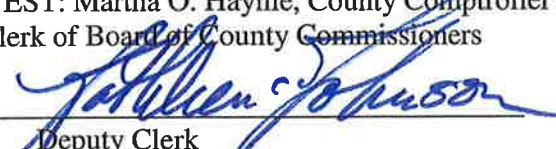


ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
Richard T. Crotty
Orange County Mayor

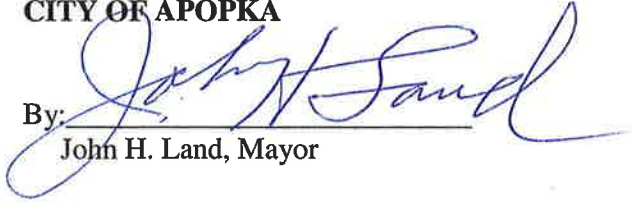
DATE: OCT 19 2010

ATTEST: Martha O. Haynie, County Comptroller
as Clerk of Board of County Commissioners

By: 
Deputy Clerk

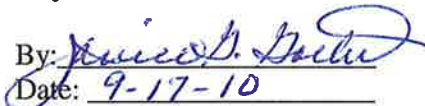
Revised 9-7-10

CITY OF APOPKA

By: 

John H. Land, Mayor

ATTEST: Janice G. Goebel
City Clerk

By: 

Date: 9-17-10

S:\Dcrosby\AGRMNT\Apopka\2d amend Apopka JPA D4

Exhibit 'F'

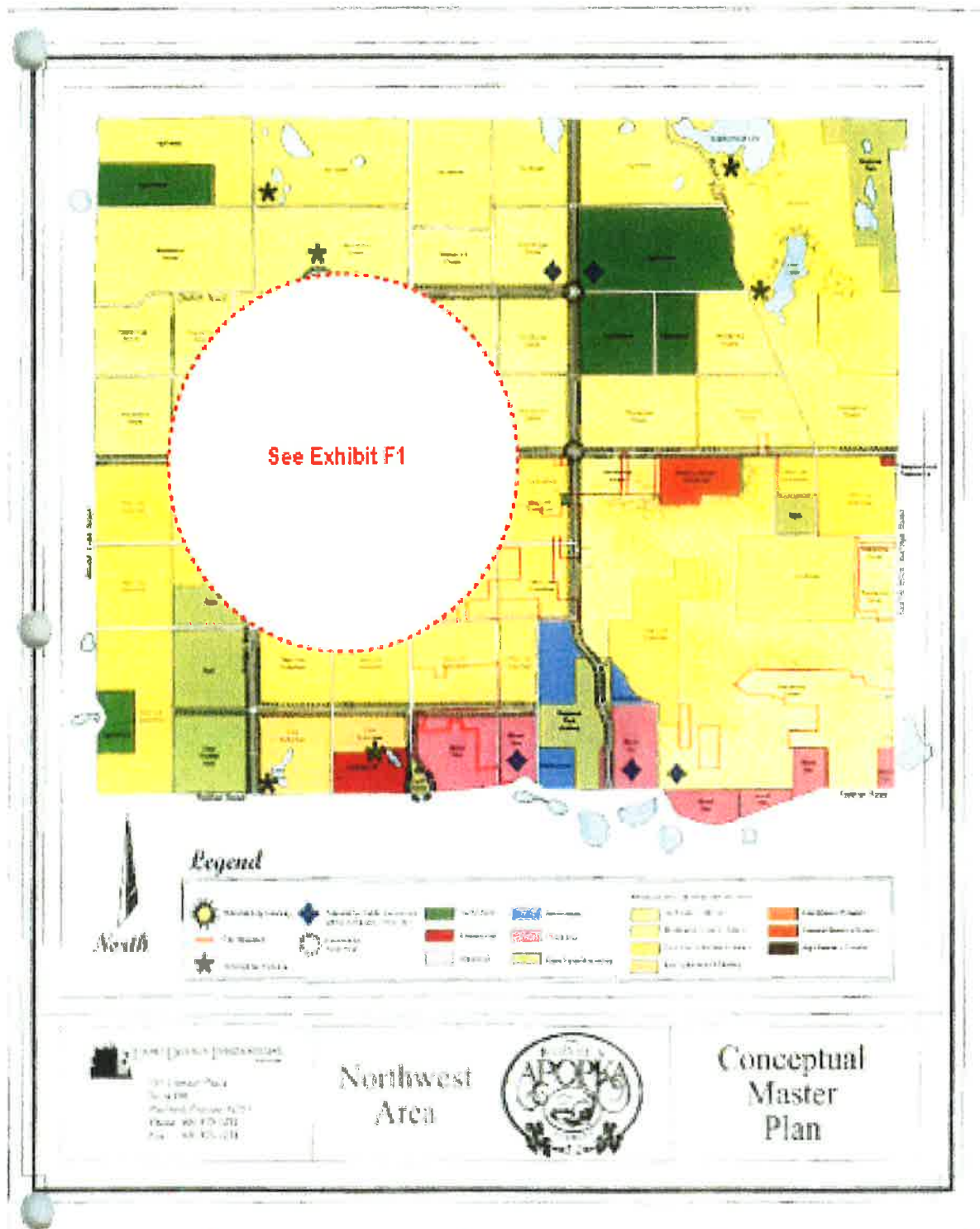
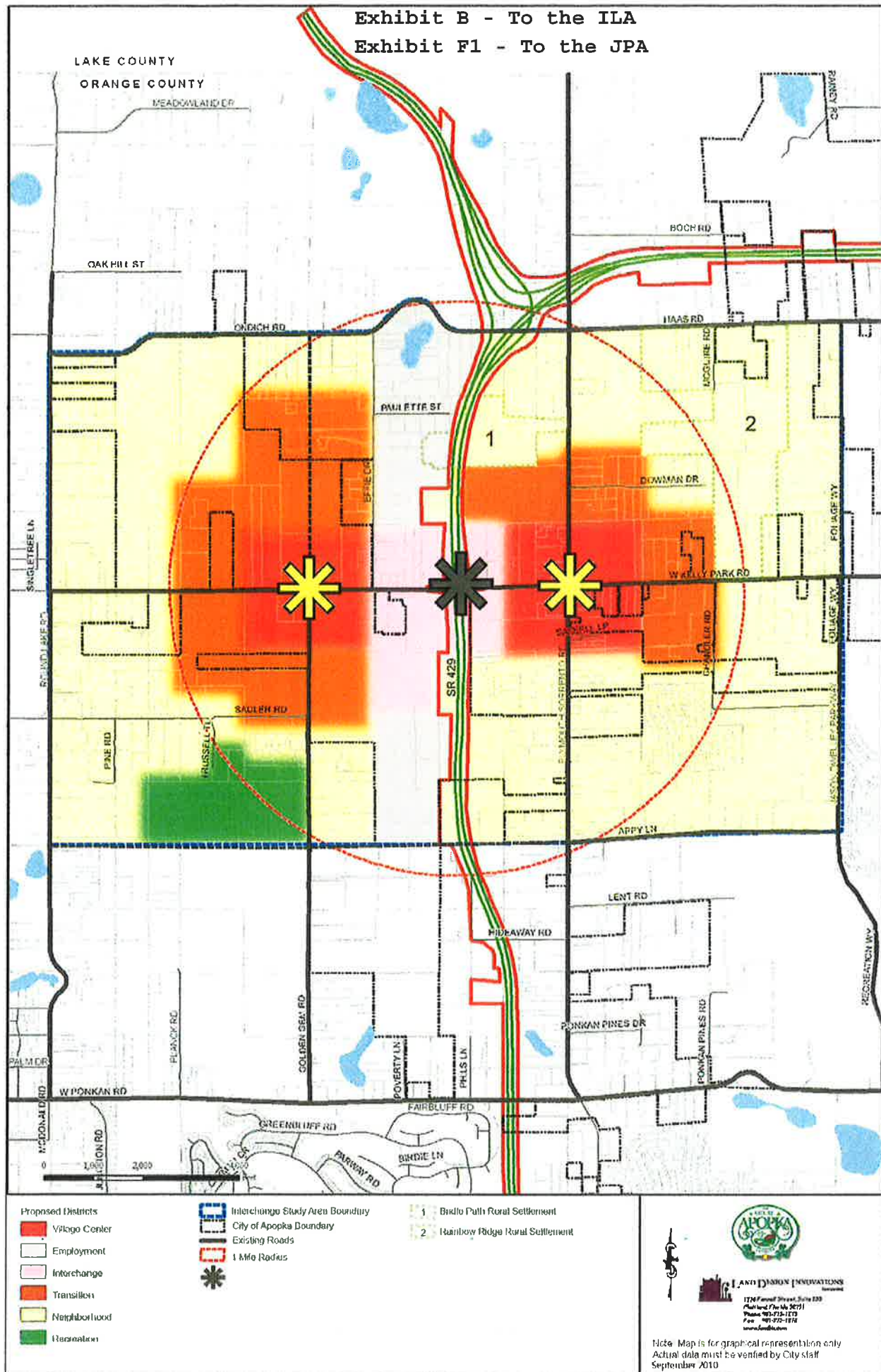


Exhibit B - To the ILA
Exhibit F1 - To the JPA



BCC Mtg. Date: April 23, 2019

**THIRD AMENDMENT TO
SETTLEMENT INTERLOCAL
AGREEMENT**

THIS THIRD AMENDMENT TO THE SETTLEMENT INTERLOCAL AGREEMENT (Third Amendment) is made by and entered into as of the ____ day of **APR 23 2019**, 2019, by and between the **CITY OF APOPKA**, a Florida municipal corporation ("City"), and **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county of the State of Florida ("County").

RECITALS:

WHEREAS, the City and County entered into that certain Settlement Interlocal Agreement Between the City of Apopka, Florida and Orange County, Florida on October 26, 2004, as amended by that certain First Amendment to the Settlement Interlocal Agreement approved on August 2, 2005 and that certain Second Amendment to Joint Planning Area Agreement Between Orange County and the City of Apopka approved on October 19, 2010 (collectively the "Agreement" or the "JPA"); and

WHEREAS, the City and County now desire to further amend the Agreement to clarify certain other parcels that are eligible for annexation into the City; and

WHEREAS, the City and County recognize that a Map Amendment is necessary to provide proper planning and access to areas that are unique to the JPA border adjacent to the Orlando Apopka Airport (Attachment "I"); and

WHEREAS, existing properties straddle a portion of the existing Joint Planning Agreement line and are bisected by the line, preventing them from being developed in a concise method; and

WHEREAS, one of the proposed developments would be serviced by access through the existing properties, and would be aviation related for pilot training and aviation maintenance and repair, which is directly associated with the Orlando Apopka Airport; and

WHEREAS, the City shall complete a small area study within twelve months to assign conceptual land uses for the area being added by this Third Amendment to the JPA and generally located north, west, southwest, and adjacent to the Orlando Apopka Airport; and

WHEREAS, pursuant to Section 163.3171(3), Florida Statutes (2018), this Third Amendment has been approved by the Orange County Board of County Commissioners and the Apopka City Council at advertised public hearings.

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

**THIRD AMENDMENT TO
SETTLEMENT INTERLOCAL
AGREEMENT**

THIS THIRD AMENDMENT TO THE SETTLEMENT INTERLOCAL AGREEMENT (Third Amendment) is made by and entered into as of the ____ day of **APR 23 2019**, 2019, by and between the **CITY OF APOPKA**, a Florida municipal corporation ("City"), and **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county of the State of Florida ("County").

RECITALS:

WHEREAS, the City and County entered into that certain Settlement Interlocal Agreement Between the City of Apopka, Florida and Orange County, Florida on October 26, 2004, as amended by that certain First Amendment to the Settlement Interlocal Agreement approved on August 2, 2005 and that certain Second Amendment to Joint Planning Area Agreement Between Orange County and the City of Apopka approved on October 19, 2010 (collectively the "Agreement" or the "JPA"); and

WHEREAS, the City and County now desire to further amend the Agreement to clarify certain other parcels that are eligible for annexation into the City; and

WHEREAS, the City and County recognize that a Map Amendment is necessary to provide proper planning and access to areas that are unique to the JPA border adjacent to the Orlando Apopka Airport (Attachment "1"); and

WHEREAS, existing properties straddle a portion of the existing Joint Planning Agreement line and are bisected by the line, preventing them from being developed in a concise method; and

WHEREAS, one of the proposed developments would be serviced by access through the existing properties, and would be aviation related for pilot training and aviation maintenance and repair, which is directly associated with the Orlando Apopka Airport; and

WHEREAS, the City shall complete a small area study within twelve months to assign conceptual land uses for the area being added by this Third Amendment to the JPA and generally located north, west, southwest, and adjacent to the Orlando Apopka Airport; and

WHEREAS, pursuant to Section 163.3171(3), Florida Statutes (2018), this Third Amendment has been approved by the Orange County Board of County Commissioners and the Apopka City Council at advertised public hearings.

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

Section 1. Recitals.

The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment. All initially capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Section 2. Authority.

This Third Amendment is entered into pursuant to (1) Chapters 125, 163 and 166, Florida Statutes (2018), (2) the general authority of Section 163.01, Florida Statutes (2018), relating to interlocal agreements, (3) the Charters of the County and City, and (4) the Agreement.

Section 3. Text Amendment. A new paragraph (f) is added to Section 3. Joint Land Use Plan, to read as follows:

(f) "Plymouth Addition." - The City agrees that the Board of County Commissioners' approval is required prior to the City Council's review and approval of any expansion or extension of the Orlando Apopka Airport, including but not limited to expansion or extension of its runway, from its location within the City's jurisdictional boundary as of the Effective Date of this Third Amendment onto property located adjacent to the airport boundary and within the Joint Planning Area identified on Attachment "1." The City shall send written notice of any such request or proposal for expansion or extension to the Deputy County Administrator at least ninety days before the City Council reviews any such request or proposal, so that the Board of County Commissioners will have sufficient time to schedule, advertise and hold a public hearing on the request or proposal.

Section 4. Map Amendment.

Attachment "1" depicts the area being added to the JPA, and Attachment "2" depicts the redrawn JPA boundary line, which includes the area shown in Attachment "1" and all annexations that have occurred within the JPA boundary since the original adoption of the Agreement. Attachment "2" shall hereby supersede and replace Exhibit "A" of the Agreement.

Section 5. Severability.

Except as expressly set forth herein, all other provisions of the JPA remain unchanged and in full force and effect. Should any section, subsection, sentence, clause, phrase or provision of this Third Amendment be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed to render the remaining portions of this Third Amendment invalid or unconstitutional.

Section 6. Effective Date.

This Third Amendment to the Agreement shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Council, whichever date is later.

IN WITNESS WHEREOF, the City and County have executed this Third Amendment to the Agreement on the dates inscribed below.

Third Amendment to the Settlement Interlocal Agreement Between Orange County and the City of Apopka



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: 24 April 2019

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

By: *Katie Smith*
Deputy Clerk

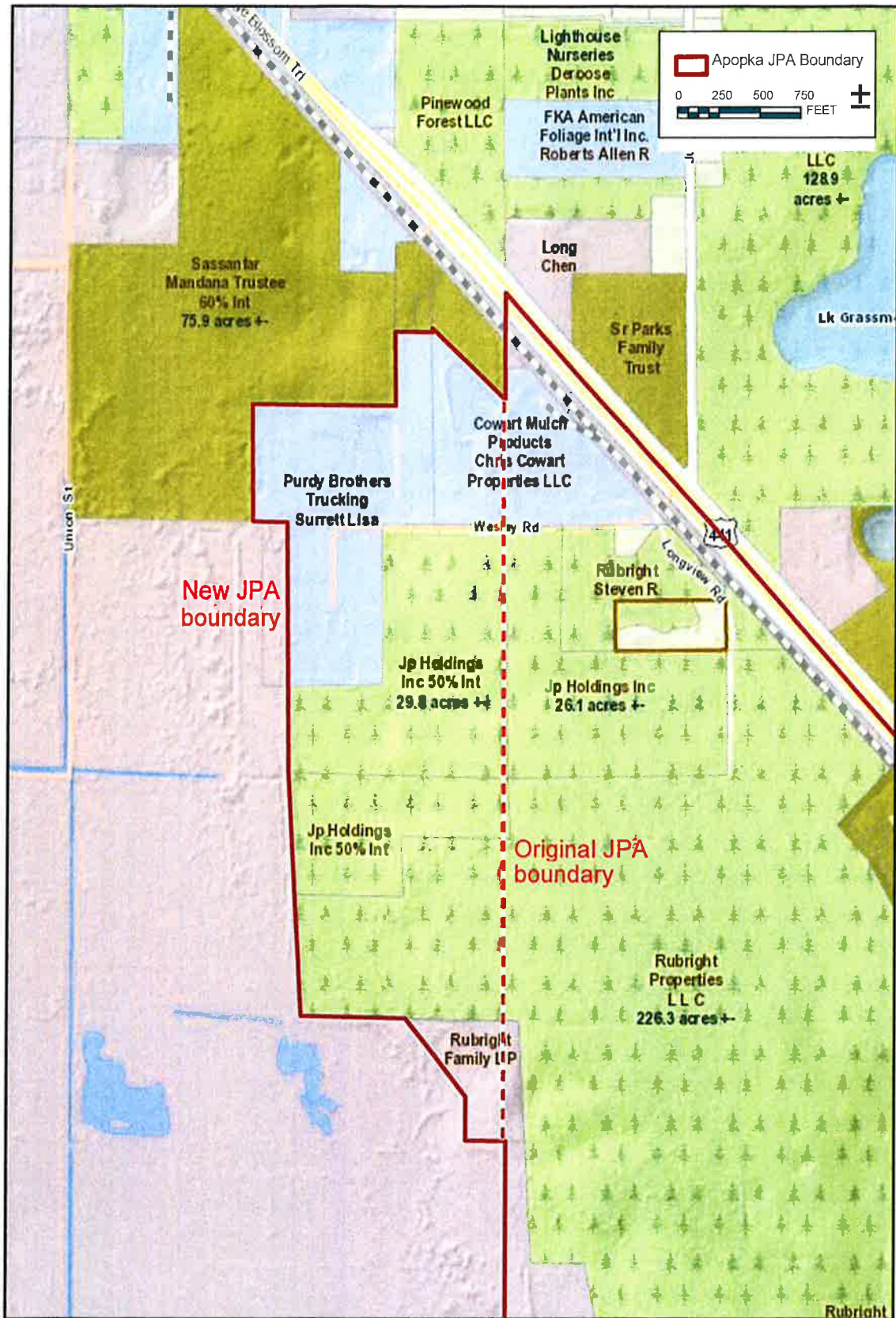
CITY OF APOPKA
By: City Council

By: *Bryan Nelson*
Bryan Nelson, Mayor

ATTEST: Linda F. Goff
City Clerk

By: *Linda F. Goff*
Date: 31.7.2019

Attachment "1" Map Amendment Area



The map displays the Apopla JPA Boundary, which encompasses the City of Apopla and the City of Ocoee. The boundary is marked by a red line. The City of Apopla is shaded in light orange, and the City of Ocoee is shaded in light gray. The map includes a legend in the top right corner, a scale bar (0 to 1.5 miles), and a north arrow. Major roads shown include US Highway 17, SR 435, SR 42, SR 43, SR 44, SR 45, SR 46, SR 47, SR 48, SR 49, SR 50, SR 51, SR 52, SR 53, SR 54, SR 55, SR 56, SR 57, SR 58, SR 59, SR 60, SR 61, SR 62, SR 63, SR 64, SR 65, SR 66, SR 67, SR 68, SR 69, SR 70, SR 71, SR 72, SR 73, SR 74, SR 75, SR 76, SR 77, SR 78, SR 79, SR 80, SR 81, SR 82, SR 83, SR 84, SR 85, SR 86, SR 87, SR 88, SR 89, SR 90, SR 91, SR 92, SR 93, SR 94, SR 95, SR 96, SR 97, SR 98, SR 99, SR 100, SR 101, SR 102, SR 103, SR 104, SR 105, SR 106, SR 107, SR 108, SR 109, SR 110, SR 111, SR 112, SR 113, SR 114, SR 115, SR 116, SR 117, SR 118, SR 119, SR 120, SR 121, SR 122, SR 123, SR 124, SR 125, SR 126, SR 127, SR 128, SR 129, SR 130, SR 131, SR 132, SR 133, SR 134, SR 135, SR 136, SR 137, SR 138, SR 139, SR 140, SR 141, SR 142, SR 143, SR 144, SR 145, SR 146, SR 147, SR 148, SR 149, SR 150, SR 151, SR 152, SR 153, SR 154, SR 155, SR 156, SR 157, SR 158, SR 159, SR 160, SR 161, SR 162, SR 163, SR 164, SR 165, SR 166, SR 167, SR 168, SR 169, SR 170, SR 171, SR 172, SR 173, SR 174, SR 175, SR 176, SR 177, SR 178, SR 179, SR 180, SR 181, SR 182, SR 183, SR 184, SR 185, SR 186, SR 187, SR 188, SR 189, SR 190, SR 191, SR 192, SR 193, SR 194, SR 195, SR 196, SR 197, SR 198, SR 199, SR 200, SR 201, SR 202, SR 203, SR 204, SR 205, SR 206, SR 207, SR 208, SR 209, SR 210, SR 211, SR 212, SR 213, SR 214, SR 215, SR 216, SR 217, SR 218, SR 219, SR 220, SR 221, SR 222, SR 223, SR 224, SR 225, SR 226, SR 227, SR 228, SR 229, SR 230, SR 231, SR 232, SR 233, SR 234, SR 235, SR 236, SR 237, SR 238, SR 239, SR 240, SR 241, SR 242, SR 243, SR 244, SR 245, SR 246, SR 247, SR 248, SR 249, SR 250, SR 251, SR 252, SR 253, SR 254, SR 255, SR 256, SR 257, SR 258, SR 259, SR 260, SR 261, SR 262, SR 263, SR 264, SR 265, SR 266, SR 267, SR 268, SR 269, SR 270, SR 271, SR 272, SR 273, SR 274, SR 275, SR 276, SR 277, SR 278, SR 279, SR 280, SR 281, SR 282, SR 283, SR 284, SR 285, SR 286, SR 287, SR 288, SR 289, SR 290, SR 291, SR 292, SR 293, SR 294, SR 295, SR 296, SR 297, SR 298, SR 299, SR 300, SR 301, SR 302, SR 303, SR 304, SR 305, SR 306, SR 307, SR 308, SR 309, SR 310, SR 311, SR 312, SR 313, SR 314, SR 315, SR 316, SR 317, SR 318, SR 319, SR 320, SR 321, SR 322, SR 323, SR 324, SR 325, SR 326, SR 327, SR 328, SR 329, SR 330, SR 331, SR 332, SR 333, SR 334, SR 335, SR 336, SR 337, SR 338, SR 339, SR 340, SR 341, SR 342, SR 343, SR 344, SR 345, SR 346, SR 347, SR 348, SR 349, SR 350, SR 351, SR 352, SR 353, SR 354, SR 355, SR 356, SR 357, SR 358, SR 359, SR 360, SR 361, SR 362, SR 363, SR 364, SR 365, SR 366, SR 367, SR 368, SR 369, SR 370, SR 371, SR 372, SR 373, SR 374, SR 375, SR 376, SR 377, SR 378, SR 379, SR 380, SR 381, SR 382, SR 383, SR 384, SR 385, SR 386, SR 387, SR 388, SR 389, SR 390, SR 391, SR 392, SR 393, SR 394, SR 395, SR 396, SR 397, SR 398, SR 399, SR 400, SR 401, SR 402, SR 403, SR 404, SR 405, SR 406, SR 407, SR 408, SR 409, SR 410, SR 411, SR 412, SR 413, SR 414, SR 415, SR 416, SR 417, 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SR 543, SR 544, SR 545, SR 546, SR 547, SR 548, SR 549, SR 550, SR 551, SR 552, SR 553, SR 554, SR 555, SR 556, SR 557, SR 558, SR 559, SR 560, SR 561, SR 562, SR 563, SR 564, SR 565, SR 566, SR 567, SR 568, SR 569, SR 570, SR 571, SR 572, SR 573, SR 574, SR 575, SR 576, SR 577, SR 578, SR 579, SR 580, SR 581, SR 582, SR 583, SR 584, SR 585, SR 586, SR 587, SR 588, SR 589, SR 590, SR 591, SR 592, SR 593, SR 594, SR 595, SR 596, SR 597, SR 598, SR 599, SR 600, SR 601, SR 602, SR 603, SR 604, SR 605, SR 606, SR 607, SR 608, SR 609, SR 610, SR 611, SR 612, SR 613, SR 614, SR 615, SR 616, SR 617, SR 618, SR 619, SR 620, SR 621, SR 622, SR 623, SR 624, SR 625, SR 626, SR 627, SR 628, SR 629, SR 630, SR 631, SR 632, SR 633, SR 634, SR 635, SR 636, SR 637, SR 638, SR 639, SR 640, SR 641, SR 642, SR 643, SR 644, SR 645, SR 646, SR 647, SR 648, SR 649, SR 650, SR 651, SR 652, SR 653, SR 654, SR 655, SR 656, SR 657, SR 658, SR 659, SR 660, SR 661, SR 662, SR 663, SR 664, SR 665, SR 666, SR 667, SR 668, SR 669, SR 670, SR 671, SR 672, SR 673, SR 674, SR 675, SR 676, SR 677, SR 678, SR 679, SR 680, SR 681, SR 682, SR 683, SR 684, SR 685, SR 686, SR 687, SR 688, SR 689, SR 690, SR 691, SR 692, SR 693, SR 694, SR 695, SR 696, SR 697, SR 698, SR 699, SR 700, SR 701, SR 702, SR 703, SR 704, SR 705, SR 706, SR 707, SR 708, SR 709, SR



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 2.

Meeting Date: October 1, 2025

Department: Public Works

SUBJECT:

Utility Upsize Agreement – Ondich South

ACTION ITEM INFORMATION:

REQUEST:

Authorize execution of the Utility Upsize Agreement for Ondich South Subdivision

SUMMARY:

The Pulte Home Company, LLC – Ondich South project intends to construct 3,667 linear feet of 16-inch water main, 3,706 linear feet of 12-inch sanitary force main, and 3,716 linear feet of 16-inch reclaimed water main along Effie Drive, from W. Kelly Park Road to the Ondich South Subdivision. While the project only requires an 8-inch water main, 6-inch sanitary force main, and a 6-inch reclaimed water main to serve its immediate needs, the City has requested a 16-inch water main, 12-inch sanitary force main, and a 16-inch reclaimed water main instead, to accommodate future regional development as outlined in the City's Utility Master Plans. This Utility Upsize Agreement reimburses Pulte Home Company, LLC for the material-only cost difference between the smaller utilities required for their project and the larger infrastructure requested by the City to serve anticipated future development. The Engineer's Opinion of Probable Cost is included in Exhibit "C", which is a total of \$818,111.56.

Staff recommends the City Council authorize City Administration to execute the Utility Upsize Agreement with Pulte Home Company LLC for the Ondich South development.

FUNDING SOURCE:

Water/Wastewater/Reuse Fund (403-3113-533-6300 / 403-3123-533-6300 / 403-3115-535-6300)

RECOMMENDED MOTION:

Authorize execution of the Utility Upsize Agreement for Ondich South Subdivision

ATTACHMENTS:

1. Utility Upsize Agreement for Ondich South Subdivision (before construction)
2. Utility Upsizing Agreement Exhibit
3. Engineer Certified Reimbursement Costs - Ondich South - 2025-09-22 - LC

**UTILITY UPSIZE AGREEMENT
for**

ONDICH SOUTH SUBDIVISION

THIS UTILITY UPSIZE AGREEMENT (“**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 **Pulte Home Company, LLC**, a Michigan limited liability company, (“**Developer**”) whose address is **4901 Vineland Rd, Suite 500, Orlando, FL 32811**. 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 contract purchaser of that certain parcel of real property presently bearing Orange County Tax Parcel Identification Number **11-20-27-0000-00-037; 11-20-27-0000-00-069; 12-20-27-0000-00-001; 12-20-27-0000-00-012; 12-20-27-0000-00-046; and 12-20-27-0000-00-048** located in incorporated City of Apopka, Orange County, Florida (the “**Property**”), which is approximately **54.85** total acres in size, and which is legally described in **Exhibit “A”** attached hereto and incorporated herein by this reference.

B. Developer is in the process of developing the Property as a **residential single-family Neighborhood District within the KPI-Mixed Use Zoning (KPI-MU)** consistent with certain land use and zoning approvals received from the City of Apopka, including: (i) Major Development Plan; (ii) a Construction Site Plan (collectively, the “**Project**”).

C. To proceed with the Project, it will be necessary to obtain potable water; reclaim water; and wastewater services to the Property.

D. The Project is located entirely within the City’s utility service territory and, therefore, the City is the appropriate utility service provider with jurisdiction over the Project.

E. The Developer requires **3,667** linear feet of **8-inch** water main (the “Potable Water Utility Work”) to deliver water service to the Project.

F. The City requested that the Developer upsize the originally proposed **3,667** linear feet of **8-inch** water main, to **3,667** linear feet of **16-inch** water main along the same route as depicted in **Exhibit “B”** attached hereto and made a part hereof by this reference, (the “Potable Water Oversized Utility Work”) in lieu of the Potable Water Utility Work to better serve areas within its water service territory.

G. The Developer requires **3,706** linear feet of **6-inch** force main (the “Wastewater Utility Work”) to deliver wastewater service to the Project.

H. The City requested that the Developer upsize the originally proposed **3,706** linear feet of **6-inch** force main, to **3,706** linear feet of **12-inch** force main along the same route as depicted in **Exhibit “B”** attached hereto and made a part hereof by this reference, (the “Wastewater

Oversized Utility Work”) in lieu of the Wastewater Utility Work to better serve areas within its wastewater service territory.

I. The Developer requires **3,716** linear feet of **6-inch** reclaimed water main (the “Reclaimed Water Utility Work”) to deliver reclaimed water service to the Project.

J. The City requested that the Developer upsize the originally proposed **3,716** linear feet of **6-inch** reclaimed water main, to **3,716** linear feet of **16-inch** reclaimed water main along the same route as depicted in **Exhibit “B”** attached hereto and made a part hereof by this reference, (the “Reclaimed Water Oversized Utility Work”) in lieu of the Reclaimed Water Utility Work to better serve areas within its reclaimed water service territory.

K. Developer designed, engineered, permitted, and will construct the Potable Water Oversized Utility Work, Wastewater Oversized Utility Work and Reclaimed Water Oversized Utility Work at its sole initial cost and expense, but subject to reimbursement as provided in this Agreement.

L. The City will inspect and, upon verification that it satisfies all applicable standards, issue a Certificate of Acceptance for the Potable Water Oversized Utility Work, Wastewater Oversized Utility Work and Reclaimed Water Oversized Utility Work.

M. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which the City shall reimburse the Developer for the cost differential between the Potable Water Oversize Utility Work and the Potable Water Utility Work.

N. The Potable Water Oversized Utility Work are improvements which will benefit the long-term future of the City and the City finds the objectives of this Agreement to be in the public interest.

O. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which the City shall reimburse the Developer for the cost differential between the Wastewater Oversize Utility Work and the Wastewater Utility Work.

P. The Wastewater Oversized Utility Work are improvements which will benefit the long-term future of the City and the City finds the objectives of this Agreement to be in the public interest.

Q. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which the City shall reimburse the Developer for the cost differential between the Reclaimed Water Oversize Utility Work and the Reclaimed Water Utility Work.

R. The Reclaimed Water Oversized Utility Work are improvements which will benefit the long-term future of the City and the City finds the objectives of this Agreement to be in the public interest.

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. **Reimbursement for Potable Water Oversized Utility Work**. The Parties agree that the cost difference between the cost of materials utilized in the Potable Water Oversized Utility Work and the Potable Water Utility Work is **Three Hundred Forty Four Thousand Four Hundred Twenty Five Dollars and Sixty Three cents (\$ 344,425.63)** (the “Potable Water Oversizing Cost”), which differential is based on the Engineer’s Opinion of Probable Costs attached hereto as **Exhibit “C”** and made a part hereof by this reference. City shall remit to Owner by check or wire transfer readily available funds equal to the Potable Water Oversizing Cost not later than sixty (60) days after the Effective Date of this Agreement.

3. **Reimbursement for Wastewater Oversized Utility Work**. The Parties agree that the cost difference between the cost of materials utilized in the Wastewater Oversized Utility Work and the Wastewater Utility Work is **One Hundred Fifty Two Thousand Nine Hundred Forty Four Dollars and Ninety Seven Cents (\$152,944.97)** (the “Wastewater Oversizing Cost”), which differential is based on the Engineer’s Opinion of Probable Costs attached hereto as **Exhibit “C”** and made a part hereof by this reference. City shall remit to Owner by check or wire transfer readily available funds equal to the Wastewater Oversizing Cost not later than sixty (60) days after the Effective Date of this Agreement

4. **Reimbursement for Reclaimed Water Oversized Utility Work**. The Parties agree that the cost difference between the cost of materials utilized in the Reclaimed Water Oversized Utility Work and the Reclaimed Water Utility Work is **Three Hundred Twenty Thousand Seven Hundred Forty Dollars and Ninety Six Cent (\$320,740.96)** (the “Reclaimed Water Oversizing Cost”), which differential is based on the Engineer’s Opinion of Probable Costs attached hereto as **Exhibit “C”** and made a part hereof by this reference. City shall remit to Owner by check or wire transfer readily available funds equal to the Reclaimed Water Oversizing Cost not later than sixty (60) days after the Effective Date of this Agreement.

5. **Dedication, Maintenance and Ongoing Responsibility**. Following City’s issuance of a Certificate of Acceptance and Owner’s receipt of the payments contemplated in Sections 2-5, Owner shall dedicate the Potable Water Oversized Utility Work, Wastewater Oversized Utility Work and Reclaimed Water Oversized Utility Work to the City (the “Dedication”). Following the Dedication, the City shall be solely responsible for the maintenance of the work subject to the Dedication and Owner shall have no further obligation or liability. If any action by or on behalf of the City during maintenance or other activities results in damage to private right-of-way within the Project, City shall restore, or cause the surety to restore, such private right-of-way to a condition equal to or better than that which existed immediately prior to the time such damage occurred. Owner shall have no obligation with respect to connections to the Dedication. The City shall be solely responsible for collecting connection charges or related costs from any other entity connecting to Dedication.

6. **Independent Contractors.** Developer, its agents, contractor, subcontractors, and engineers performed all activities that are outlined in this Agreement as independent entities and not as agents, employees, or representatives of the City. Nothing herein operates to impose any obligation, responsibility, or liability upon the City with respect to the utility improvements contemplated herein prior to the Dedication.

7. **Indemnification.** Developer shall indemnify, release, and hold harmless the City, its agents, employees, and elected and appointed officials, from and against all liability, claims, damages, losses, and expenses (including all costs and attorneys' fees), arising out of or relating from this Agreement, and the design, permitting, or construction of the Potable Water Oversized Utility Work, Wastewater Oversized Utility Work and Reclaimed Water Oversized Utility Work. This provision shall survive the termination of this Agreement but only to the extent of covering acts or omissions occurring prior to the date of Dedication of the Potable Water Oversized Utility Work, Wastewater Oversized Utility Work and Reclaimed Water Oversized Utility Work or portion of the Potable Water Oversized Utility Work, Wastewater Oversized Utility Work and Reclaimed Water Oversized Utility Work as applicable. Nothing in this Agreement operates to waive the City's sovereign immunity or the limits of liability established under § 768.28, Florida Statutes.

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

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

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

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

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

13. **Legal Counsel.** All the parties to this Agreement acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this

Agreement and all parties represent and warrant that they have sought such independent legal advice or counsel or have knowingly or voluntarily waived this right.

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

15. **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements; provided, however, that it does not supersede the Code of Ordinances of the City of Apopka.

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

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

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

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

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

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

22. **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: Apopka City Administrator
120 E. Main St.
Apopka, FL 32703

with a copy to: Apopka City Attorney
120 E. Main St.
Apopka, FL 32703

Developer: Pulte Home Company,
LLC

Attn: Aaron
Struckmeyer, PE

Director – Land Planning
and Entitlements

4901 Vineland Rd

Suite #500

Orlando, FL 32811

with a copy to:

Shutts & Bowen, LLP

Attn: Elesa R Sowell,
Esq

Partner

300 South Orange Ave.

Suite #1600

Orlando, FL 32801

23. **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.

24. **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.

[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:

CITY OF APOPKA, FLORIDA,
a Florida municipal corporation

Witness 1:

By: _____

Print Name: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

Witness 2:

Print Name: _____

Address: _____

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: _____

“DEVELOPER”

Signed, sealed, and delivered
in the presence of:

Pulte Home Company, LLC

Witness 1:

By: _____

Print Name: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

Witness 2:

Print Name: _____

Address: _____

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 Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company. He _____ is personally known to me OR _____ has produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public

Print Name _____

My Commission Expires: _____

EXHIBIT A

Parcel ID's: 11-20-27-0000-00-037; 11-20-27-0000-00-069; 12-20-27-0000-00-001; 12-20-27-0000-00-012; 12-20-27-0000-00-046; and 12-20-27-0000-00-048

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

PARCEL A:

A PARCEL OF LAND LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 27 EAST; THENCE ALONG SAID EAST LINE OF THE NE 1/4, NORTH 00 DEGREES 27 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 629.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 38.26 FEET; THENCE NORTH 52 DEGREES 38 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 56.97 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 1, AS DESCRIBED IN O.R. BOOK 3168, PAGE 1277; THENCE ALONG SAID SOUTHERLY LINE OF PARCEL 1, NORTH 89 DEGREES 27 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 38.26 FEET; THENCE LEAVING SAID LINE SOUTH 45 DEGREES 30 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 21.20 FEET TO A POINT 15.00 FEET SOUTH OF SAID SOUTHERLY LINE OF PARCEL 1, THENCE NORTH 89 DEGREES 27 MINUTES 21 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF THE NW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST THENCE NORTH 89 DEGREES 13 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 1318.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EFFIE ROAD, SAID LINE BEING 30.00 FEET WEST OF THE EAST LINE OF THE SOUTH 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 12, TOWN-SHIP 20 SOUTH, RANGE 27 EAST, THENCE RUN PARALLEL TO SAID EAST LINE SOUTH 00 DEGREES 03 MINUTES 06 SECONDS EAST, FOR A DISTANCE OF 20.00 FEET; SOUTH 89 DEGREES 13 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 1318.06 FEET TO THE POINT OF BEGINNING.

PARCEL B:

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

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF SAID NE 1/4 NORTH 00 DEGREES 27 MINUTES 57 SECONDS WEST, FOR A DISTANCE OF 629.57 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 38.26

FEET; THENCE RUN NORTH 52 DEGREES 38 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 56.97 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF PARCEL 1, AS DESCRIBED IN O.R. BOOK 3168, PAGE 1277; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 1248.73 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTH 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 11; THENCE NORTH 00 DEGREES 22 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE FOR A DISTANCE OF 663.44 FEET TO A POINT ON THE NORTH LINE OF PARCEL 1 AS DESCRIBED IN O.R. BOOK 3168, PAGE 1277, THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 19 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 440.00 FEET; THENCE LEAVING SAID LINE SOUTH 00 DEGREES 22 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 454.00 FEET; THENCE RUN NORTH 89 DEGREES 27 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 210.00 FEET; THENCE RUN SOUTH 00 DEGREES 22 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 190.46 FEET; THENCE RUN NORTH 89 DEGREES 27 MINUTES 21 SECONDS EAST, FOR DISTANCE OF 616.96 FEET; THENCE RUN SOUTH 45 DEGREES 30 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 28.26 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 38.26 FEET TO THE POINT OF BEGINNING.

AND

ALL OF FIRST PARTY'S RIGHT, TITLE AND INTEREST IN A NON-EXCLUSIVE, CONTIGUOUS 18 FOOT EASEMENT FOR INGRESS AND EGRESS TO ONDICH ROAD, LYING 9 FEET ON EITHER SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS: FROM THE SW CORNER OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 28 EAST, RUN WEST ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4, 9 FEET TO THE POINT OF BEGINNING, AND RUN THENCE NORTH 0 DEGREES 16 MINUTES 44 SECONDS WEST 1991.41 FEET MORE OR LESS TO THE NORTH SECTION LINE OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ALL IN ORANGE COUNTY, FLORIDA. THIS IS IDENTIFIED AS PARCEL ONE ON THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 1277, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL C:

PARCEL ONE:

THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA,

AND

PARCEL TWO:

THE NORTH 15 FEET OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF

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THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (SUBJECT TO RIGHT OF WAY FOR EFFIE ROAD OVER THE EAST 30 FEET THEREOF, AND SUBJECT TO AN EASEMENT AS ESTABLISHED BY FINAL JUDGMENT IN CIVIL ACTION #75-4645 IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA, DATED OCTOBER 10, 1975),

AND

FROM A POINT OF BEGINNING AT THE SOUTHEAST CORNER OF PARCEL ONE, RUN SOUTH ALONG THE EAST SECTION LINE OF SECTION 11, A DISTANCE OF 15 FEET, RUN THENCE WEST PARALLEL TO THE SOUTH LINE OF PARCEL ONE A DISTANCE OF 30 FEET, RUN THENCE NORTHWEST TO A POINT ON THE SOUTH LINE OF PARCEL ONE 45 FEET WEST OF THE POINT OF BEGINNING, AND RUN THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL ONE, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION WAS TAKEN FROM THAT CERTAIN WARRANTY DEED RECORDED JANUARY 28, 1981, IN OFFICIAL RECORDS BOOK 3168, PAGE 1277, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PROPERTY:

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

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF SAID NE 1/4 NORTH 00 DEGREES 27 MINUTES 57 SECONDS WEST, FOR A DISTANCE OF 629.57 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 38.26 FEET; THENCE RUN NORTH 52 DEGREES 38 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 56.97 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF PARCEL 1, AS DESCRIBED IN O.R. BOOK 3168, PAGE 1277; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST, FOR A DISTANCE OF 1248.73 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTH 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 11; THENCE NORTH 00 DEGREES 22 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE FOR A DISTANCE OF 663.44 FEET TO A POINT ON THE NORTH LINE OF PARCEL 1 AS DESCRIBED IN O.R. BOOK 3168, PAGE 1277, THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 19 MINUTES 23 SECONDS EAST, FOR A DISTANCE OF 440.00 FEET; THENCE LEAVING SAID LINE SOUTH 00 DEGREES 22 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 454.00 FEET; THENCE RUN NORTH 89 DEGREES 27 MINUTES 21 SECONDS EAST, FOR A DISTANCE OF 210.00 FEET; THENCE RUN SOUTH 00 DEGREES 22 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 190.46 FEET; THENCE RUN NORTH 89 DEGREES 27 MINUTES 21 SECONDS EAST, FOR DISTANCE OF 616.96 FEET; THENCE RUN SOUTH 45 DEGREES 30 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 28.26 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 38.26 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS FOLLOWS:

A TRACT OF LAND, LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°28'01" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 629.57 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°27'17" WEST, 38.26 FEET; THENCE RUN NORTH 52°38'25" WEST, 58.35 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°24'56" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1247.64 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°22'34" WEST, ALONG THE WEST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 663.41 FEET TO THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°19'35" EAST, ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.94 FEET TO THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°28'01" EAST, ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 665.48 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN NORTH 89°14'26" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1318.31 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF EFFIE ROAD, SAID LINE BEING 30.00 FEET WEST OF PERPENDICULAR MEASURE THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 00°03'03" EAST, PARALLEL TO SAID EAST LINE, ALONG THE WEST RIGHT-OF-WAY LINE OF EFFIE ROAD, 35.43 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN SOUTH 89°13'12" WEST, 1318.06 FEET TO THE POINT OF BEGINNING.

AND

ALL OF GRANTORS RIGHT, TITLE AND INTEREST IN A NON-EXCLUSIVE, CONTIGUOUS 18 FOOT EASEMENT FOR INGRESS AND EGRESS TO ONDICH ROAD, LYING 9 FEET ON EITHER SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS: FROM THE SW CORNER OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 28 EAST, RUN WEST ON THE SOUTH LINE OF THE

NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4, 9 FEET TO THE POINT OF BEGINNING, AND RUN THENCE NORTH 0 DEGREES 16 MINUTES 44 SECONDS WEST 1991.41 FEET MORE OR LESS TO THE NORTH SECTION LINE OF SECTION 11, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ALL IN ORANGE COUNTY, FLORIDA. THIS IS IDENTIFIED AS PARCEL ONE ON THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 1277, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL II:

PARCEL 1: BEGINNING AT A POINT 14.15 CHAINS NORTH OF QUARTER SECTION POST ON WEST BOUNDARY OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, RUNNING EAST 16.49 CHAINS, NORTH 6.38 CHAINS, WEST 16.49 CHAINS, SOUTH 6.38 CHAINS, LESS 568.00 FEET ON THE WEST EAST, ORANGE COUNTY, FLORIDA.

LESS THAT PORTION AS DESCRIBED IN O.R. BOOK 8006, PAGE 757, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
AND

LESS THAT PORTION OF PARCEL 3 AND THE PORTION OF PARCEL 5 AS DESCRIBED IN O.R. BOOK 5075, PAGE 1578, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

PARCEL 2: BEGINNING 26.16 CHAINS SOUTH OF NORTHWEST CORNER, RUN SOUTH 4.15 CHAINS, EAST 15.35 CHAINS, NORTH 4.15 CHAINS, WEST 15.35 CHAINS, SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS AND TRANSPORTING GROOVE CARE EQUIPMENT AND MACHINERY, OVER THE NORTH 8.00 FEET OF LAND CONVEYED TO BILL J. OSBORNE BY WARRANTY DEED FROM NANCY E. NEW, RECORDED JANUARY 5, 1971 IN OFFICIAL RECORDS BOOK 2019, PAGE 478, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SAID EASEMENT BEGINNING ON THE EAST AT EFFIE ROAD AND RUNNING WESTERLY TO THE SECTION LINE, IN ACCORDANCE WITH THE FINAL JUDGMENT DATED OCTOBER 10, 1975 AND FILED OCTOBER 13, 1975 IN OFFICIAL RECORDS BOOK 2652, PAGE 235, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, IN CIVIL ACTION NO. CI 754645, IN THE CIRCUIT COURT OF THE NINTH JUDICIAL COURT IN AND FOR ORANGE COUNTY, FLORIDA, WHEREIN GARRETT I. GILLIAM AND ANNIE D. GILLIAM, HIS WIFE, WERE PLAINTIFFS AND BILLY J. OSBORNE AND HARRY SMITH, ET AL, WERE DEFENDANTS.

PARCEL 3: FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00° 24' 20" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, A DISTANCE OF 1220.95 FEET; THENCE SOUTH 89°43'17" WEST, 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EFFIE ROAD; THENCE RUN SOUTH 00° 24' 20" WEST, ALONG SAID

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RIGHT OF WAY LINE 371.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00° 24' 20" WEST, ALONG SAID RIGHT OF WAY LINE 30.00 FEET; THENCE RUN SOUTH 89° 42' 28" WEST, 307.80 FEET MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE RUN NORTH 00° 18' 05" EAST, ALONG SAID WEST LINE 30.00 FEET; THENCE NORTH 89° 42' 28" EAST, 307.80 FEET MORE OR LESS TO THE POINT OF BEGINNING, LESS THE WESTERLY 40.00 FEET THEREOF.

PARCEL 4: FROM THE QUARTER CORNER POST ON THE WEST SIDE OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, RUN NORTH ALONG SECTION LINE 933.90 FEET FOR A POINT OF BEGINNING; THENCE RUN EAST 568.00 FEET, THENCE RUN NORTH 396.10 FEET, MORE OR LESS TO THE NORTH LINE OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE RUN WEST ALONG SAID FORTY LINE 568.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE RUN SOUTH ALONG SECTION LINE 396.10 FEET FOR THE POINT OF BEGINNING.

PARCEL 5: FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00° 24' 20" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, A DISTANCE OF 1220.95 FEET; THENCE SOUTH 89° 43' 17" WEST, 30.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EFFIE ROAD; THENCE RUN SOUTH 00° 24' 20" WEST, ALONG SAID RIGHT OF WAY LINE 401.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00° 24' 20" WEST, ALONG SAID RIGHT OF WAY LINE 371.99 FEET TO A POINT ON THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 12; THENCE RUN SOUTH 89° 41' 26" WEST, ALONG SAID SOUTH LINE 307.10 FEET TO THE SOUTHWEST CORNER OF AFORESAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12; THENCE RUN NORTH 00° 18' 05" EAST, ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, A DISTANCE OF 372.08 FEET; THENCE NORTH 89° 42' 28" EAST, 307.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS PORTION OF PARCEL 3 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5075, PAGE 1578, IF ANY, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA.

PARCEL III:

FROM THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00°00'25" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE RUN NORTH 89°46'42" EAST ALONG SAID RIGHT OF WAY LINE 510.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°46'42" EAST ALONG SAID RIGHT OF WAY LINE 15.00 FEET; THENCE RUN SOUTH 00°08'45" WEST 635.37 FEET; THENCE NORTH 89°44'57" EAST 494.19 FEET TO A POINT

ON THE EAST LINE OF THE WEST THREE QUARTERS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12; THENCE RUN SOUTH 00°18'05" WEST ALONG SAID EAST LINE 610.18 FEET TO THE NORTHEAST CORNER OF THE SOUTH 24.96 FEET OF THE EAST 468.32 FEET OF AFORESAID WEST THREE QUARTERS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12; THENCE RUN SOUTH 89°43'13" WEST 468.32 FEET; THENCE RUN SOUTH 00°18'05" WEST 24.96 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12; THENCE RUN SOUTH 89°43'13" WEST ALONG SAID LINE 39.14 FEET; THENCE RUN NORTH 00°08'45" EAST 1270.75 FEET TO THE POINT OF BEGINNING.

PARCEL IV:

FROM THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA RUN SOUTH 00 DEGREES 00 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ONDICH ROAD; THENCE RUN NORTH 89 DEGREES 46 MINUTES 42 SECONDS EAST LONG SAID RIGHT OF WAY LINE 525.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 46 MINUTES 42 SECONDS EAST ALONG SAID RIGHT OF WAY 495.91 FEET TO A POINT ON THE EAST LINE OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, THENCE RUN SOUTH 00 DEGREES 18 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE 635.13 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 57 SECONDS WEST 494.10 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 45 SECONDS EAST 635.37 FEET TO THE POINT OF BEGINNING.

PARCEL V:

THE SOUTH 24.98 FEET OF THE EAST 468.32 FEET OF THE WEST 3/4 OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ IN SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THAR PORTION DESCRIBED IN CERTIFICATE OF TITLE AND IDENTIFIED THEREIN AS PARCEL 11626 (JOHNSON), RECORDED AS CLERK'S INSTRUMENT NO. 20190194789, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
CONTAINING 54.85 ACRES, MORE OR LESS.

EXHIBIT 'B'

Description of Proposed Work

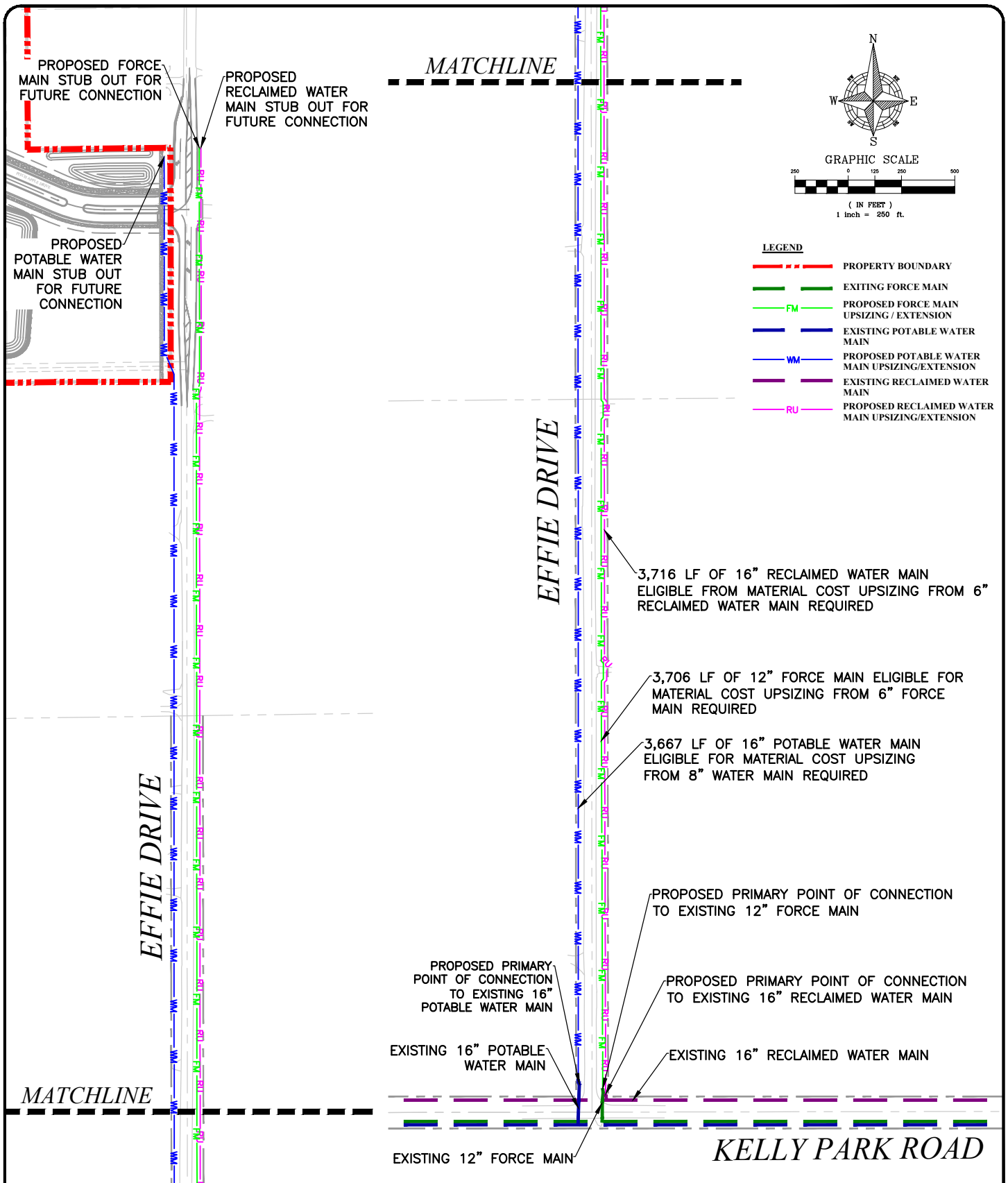
Potable Water: Developer will construct approximately 3,667 linear feet of 8-inch PVC potable water main to serve the proposed Ondich South Subdivision. The agreement will compensate the Developer for constructing approximately 3,667 linear feet of 16-inch PVC potable water main along Effie Drive, running south from the proposed Ondich South Subdivision entrance on Effie Drive to the proposed wet tap tie-in location at Kelly Park Road, in lieu of a 8-inch PVC potable water main, with reimbursement for the difference in the cost of material. Construction will be in the Effie Drive “right-of-way” and will include restoration of disturbed soil and repair of any damaged driveway aprons.

Force Main: Developer will construct approximately 3,706 linear feet of 6-inch PVC force main to serve the proposed Ondich South Subdivision. The agreement will compensate the Developer for constructing approximately 3,706 linear feet of 12-inch PVC force main along Effie Drive, running south from the proposed Ondich South Subdivision entrance on Effie Drive to the proposed wet tap tie-in location at Kelly Park Road, in lieu of a 6-inch PVC force main, with reimbursement for the difference in the cost of material. Construction will be in the Effie Drive “right-of-way” and will include restoration of disturbed soil and repair of any damaged driveway aprons.

Reclaimed Water Main: Developer will construct approximately 3,716 linear feet of 6-inch PVC reclaimed water main to serve the proposed Ondich South Subdivision. The agreement will compensate the Developer for constructing approximately 3,716 linear feet of 16-inch PVC reclaimed water main along Effie Drive, running south of the proposed Ondich South Subdivision entrance to the proposed wet tap tie-in location at Kelly Park Road, in lieu of a 6-inch PVC reclaimed water main, with reimbursement for the difference in the cost of material. Construction will be in the Effie Drive “right-of-way” and will include restoration of disturbed soil and repair of any damaged driveway aprons.

EXHIBIT ‘C’

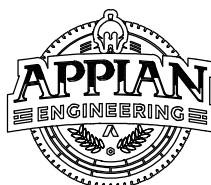
Engineer’s Opinion of Probable Costs



JOB # PUL-048

SCALE: 1" = 250'

DATE: 2/25/2025



OFFSITE UTILITY
UPSIZING EXHIBIT

ONDICH SOUTH
CITY OF APOPKA, FLORIDA

CIVIL ENGINEERING | LAND PLANNING

APPIAN ENGINEERING LLC.

APPIANFL.COM • 407.960.5868

2221 LEE ROAD, SUITE 27, WINTER PARK, FLORIDA 32789
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 32174

Engineer's Certified Estimate of Reimbursement Costs for Utility Upsizing at Ondich South Subdivision

Based on costs from Construction Cost Estimate for Ondich South dated May 5th, 2025

WATER MAIN Segment from Eastern Project Entrance on Effie Dr to Primary Point of Connection on Kelly Park Road (Reimbursement for Difference in Upsize Cost from 8-inch minimum required water main to 16-inch water main) (MATERIAL COST REIMBURSEMENT ONLY)

8-Inch Water Main Cost				
Item	Quantity	Unit	Price	Total
10" DIRECTIONAL DRILL (MATERIAL ONLY)	560	LF	\$111.48	\$62,428.80
8" PVC WATER MAIN (MATERIAL ONLY)	3107	LF	\$25.39	\$78,886.73
8" GATE VALVE (MATERIAL ONLY)	10	EA	\$2,460.14	\$24,601.40
8" WATER MAIN FITTINGS (MATERIAL ONLY)	1	LS	\$38,569.57	\$38,569.57
				\$204,486.50

16-Inch Water Main Cost					
Item	Quantity	Unit	Price	Total	Upsizing Difference (Δ)
18" DIRECTIONAL DRILL (MATERIAL ONLY)	560	LF	\$207.04	\$115,942.40	
16" PVC WATER MAIN (MATERIAL ONLY)	3107	LF	\$65.88	\$204,689.16	\$125,802.43
16" GATE VALVE (MATERIAL ONLY)	10	EA	\$10,862.64	\$108,626.40	\$84,025.00
16" WATER MAIN FITTINGS (MATERIAL ONLY)	1	LS	\$119,654.17	\$119,654.17	\$81,084.60
				\$548,912.13	\$344,425.63

FORCEMAIN Segment from Eastern Project Entrance on Effie Dr to Primary Point of Connection on Kelly Park Road (Reimbursement for Difference in Upsize Cost from 6-inch minimum required forcemain to 12-inch forcemain) (MATERIAL COST REIMBURSEMENT ONLY)

6-Inch Forcemain Cost				
Item	Quantity	Unit	Price	Total
8" DIRECTIONAL DRILL (MATERIAL ONLY)	260	LF	\$74.24	\$19,302.40
6" PVC FORCEMAIN (MATERIAL ONLY)	3446	LF	\$11.82	\$40,731.72
6" PLUG VALVE (MATERIAL ONLY)	5	EA	\$4,621.12	\$23,105.60
6" FORCEMAIN FITTINGS (MATERIAL ONLY)	1	LS	\$22,046.28	\$22,046.28
				\$105,186.00

12-Inch Forcemain Cost					
Item	Quantity	Unit	Price	Total	Upsizing Difference (Δ)
14" DIRECTIONAL DRILL (MATERIAL ONLY)	260	LF	\$185.98	\$48,354.80	\$29,052.40
12" PVC FORCEMAIN (MATERIAL ONLY)	3446	LF	\$37.96	\$130,810.16	\$90,078.44
12" PLUG VALVE (MATERIAL ONLY)	5	EA	\$10,011.35	\$50,056.75	\$26,951.15
12" FORCEMAIN FITTINGS (MATERIAL ONLY)	1	LS	\$28,909.26	\$28,909.26	\$6,862.98
				\$258,130.97	\$152,944.97

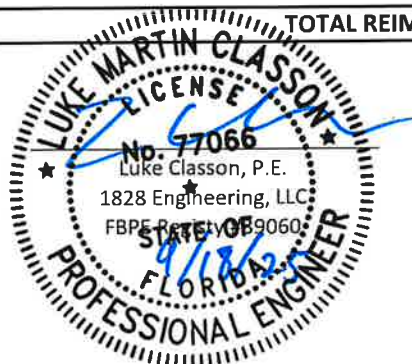
RECLAIMED WATER MAIN Segment from Eastern Project Entrance on Effie Dr to Primary Point of Connection on Kelly Park Road (Reimbursement for Difference in Upsize Cost from 6-inch minimum required reclaimed main to 16-inch reclaimed main) (MATERIAL COST REIMBURSEMENT ONLY)

6-Inch Reclaimed Main Cost				
Item	Quantity	Unit	Price	Total
8" DIRECTIONAL DRILL (MATERIAL ONLY)	260	LF	\$74.24	\$19,302.40
6" PVC RECLAIMED MAIN (MATERIAL ONLY)	3456	LF	\$11.82	\$40,849.92
6" GATE VALVE (MATERIAL ONLY)	5	EA	\$1,733.40	\$8,667.00
6" RECLAIMED MAIN FITTINGS (MATERIAL ONLY)	1	LS	\$14,534.88	\$14,534.88
				\$83,354.20

16-Inch Reclaimed Main Cost					
Item	Quantity	Unit	Price	Total	Upsizing Difference (Δ)
18" DIRECTIONAL DRILL (MATERIAL ONLY)	260	LF	\$207.04	\$53,830.40	\$34,528.00
16" PVC RECLAIMED MAIN (MATERIAL ONLY)	3456	LF	\$65.88	\$227,681.28	\$186,831.36
16" GATE VALVE (MATERIAL ONLY)	5	EA	\$10,862.64	\$54,313.20	\$45,646.20
16" RECLAIMED MAIN FITTINGS (MATERIAL ONLY)	1	LS	\$68,270.28	\$68,270.28	\$53,735.40
				\$404,095.16	\$320,740.96

SUMMARY OF REIMBURSEMENT

16" WATER MAIN UPSIZING	=	\$344,425.63
12" FORCEMAIN UPSIZING	=	\$152,944.97
16" RECLAIMED MAIN UPSIZING	=	\$320,740.96
TOTAL REIMBURSEMENT	=	\$818,111.56





City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 3.

Meeting Date: October 1, 2025

Department: Parks and Recreation

SUBJECT:

Authorization for street closure for Apopka High School and Wekiva High School Band Showcase

ACTION ITEM INFORMATION:

REQUEST:

Authorize street closure for the Apopka High School and Wekiva High School Band Showcase.

SUMMARY:

A street closure is requested for a City-led event for the Apopka High School and Wekiva High School Marching Bands Showcase. The event date requested is October 4th, 2025 and the requested street closure is on 5th Street, from Park to Central Ave, with access to the 5th Street parking lot. Road closure to begin at 4:30pm October 4, 2025 and will reopen at 10pm the same night. The event is a fundraiser to help Apopka High School raise funds to participate in a parade in London, England and Wekiva High School to participate in a parade in New Orleans, LA., and will include community activities from 6pm-7pm and the band showcase from 7pm-9pm.

The event has been developed and reviewed by staff, including the Police Department and Fire Department, and is recommended for approval. This item is being brought to City Council for final approval of the requested street closures.

FUNDING SOURCE:

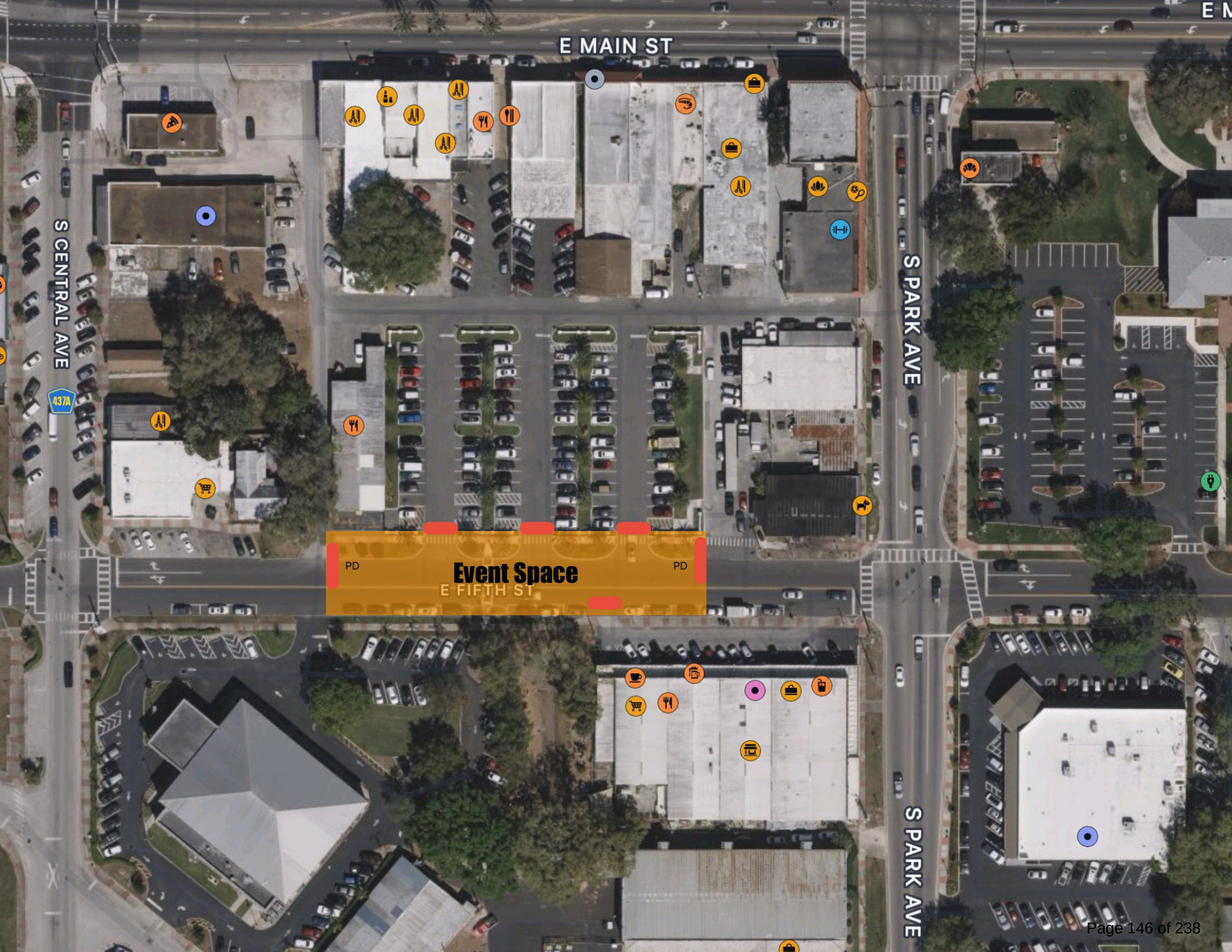
N/A

RECOMMENDED MOTION:

Staff recommend City Council approve the requested street closures for the Apopka High School and Wekiva High School Band Showcase.

ATTACHMENTS:

1. Band Showcase Street Closure Map



E MAIN ST

S CENTRAL AVE

437A

S PARK AVE

S PARK AVE

PD
Event Space
PD
E FIFTH ST



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 1.

Meeting Date: October 1, 2025

Department: Community Development

SUBJECT:

Ordinance No. 3119 - Second Reading - Future Land Use Amendment - Cold Link Logistics

ACTION ITEM INFORMATION:

Owner(s): MG88 Central Florida Cold Storage II LLC

Applicant(s): Joshua Enot

Location: 2424 & 2428 W Orange Blossom Trail

Project: 0.38 Acres +/-

Density: 0.6 MAX FAR

Project Manager: Amer Hamza

REQUEST:

Adopt Ordinance No. 3119.

SUMMARY:

Owner(s): MG88 Central Florida Cold Storage II LLC

Applicant: Joshua Enot

Parcel Identification Number(s): 21-28-7180-09-050, 06-21-28-7180-09-070

Location: 2424 & 2428 W Orange Blossom Trail

Existing Future Land Use: County Industrial

Proposed Future Land Use: City Industrial

Existing Use(s): Single Family Home and Commercial Business

Existing Zoning: T (Transitional) Zoning District

Tract Size: 0.38 +/- Acres

Zoning Report

This chart includes the relationships to adjacent properties.

Direction	Future Land Use	Zoning	Present Use
North	Commercial, County Commercial	I-L (Light Industrial District), County C-3 (Wholesale Commercial District)	Car Dealership, Vacant Land
East	Industrial	I-L (Light Industrial District)	Warehouse
South	Industrial	I-L (Light Industrial District)	Warehouse
West	Industrial	I-L (Light Industrial District)	Warehouse

PROJECT SUMMARY:

The applicant has submitted a Small-Scale Future Land Use Amendment from County Industrial to City Industrial for two parcels which have a total area of 0.38 acres. The two properties are located at 2424 & 2428 W. Orange Blossom Trail. A single-family home exists on one of the properties and a commercial business exists on the other property. The applicant is requesting the Small-Scale Future Land Use Amendment to allow for the expansion of the existing Cold Link Logistics building surrounding the two properties and to be compatible with the proposed zoning of the property which is I-L (Light Industrial) zoning per Land Development Code Table 1.8.2. The proposed Industrial future land use designation is compatible with the surrounding area as the property that surrounds the

two properties have a future land use designation of Industrial. Other properties in the surrounding area also have a future land use designation of Industrial as well.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

- a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - Applicant's response: Yes, this is consistent with the goals, objectives and policies of the comprehensive plan and other adopted City plans. The land around the subject parcels is listed for industrial use.
 - Staff response: Staff has no objection.
- b. Is in conflict with any provisions of the LDC;
 - Applicant's response: No, this is not in conflict with any portion of the LDC.
 - Staff response: Staff has no objection.
- c. Addresses a demonstrated community need;
 - Applicant's response: Yes, it will benefit the community with a cold storage facility expansion and add additional jobs to the community.
 - Staff response: Staff has no objection.
- d. Is required by changed conditions;
 - Applicant's response: Yes, the site has been annexed into the city and needs to be assigned a future land use and a zoning.
 - Staff response: Staff has no objection.
- e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - Applicant's response: Yes, the surrounding use of all parcels is industrial.
 - Staff response: Staff has no objection.
- f. Would result in a logical and orderly development pattern;
 - Applicant's response: Yes, as the site is currently zoned it is not logical or orderly. Adjusting the future land use and zoning will result in a logical and orderly development.
 - Staff response: Staff has no objection.
- g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - Applicant's response: It would not result in a significant adverse impact on the natural environment.
 - Staff response: Staff has no objection.
- h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
 - Applicant's response: Yes, the public facilities in the area are adequate for the proposed land use and zoning.
 - Staff response: Staff has no objection.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on June 30, 2025.

PUBLIC HEARING SCHEDULE:

August 12, 2025 – Planning Commission (5:30 P.M.)

September 3, 2025 – City Council (1:30 P.M.), First Reading

October 1, 2025 – City Council (1:30 P.M.), Second Reading and Adoption

DULY ADVERTISED:

July 18, 2025, September 12, 2025 – Apopka Chief

July 16, 2025 – Mailed notices to adjacent property owners
July 16, 2025 – Posters placed on property

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES

Direction	Future Land Use	Zoning	Present Use
North	Commercial, County Commercial	I-L (Light Industrial District), County C-3 (Wholesale Commercial District)	Car Dealership, Vacant Land
East	Industrial	I-L (Light Industrial District)	Warehouse
South	Industrial	I-L (Light Industrial District)	Warehouse
West	Industrial	I-L (Light Industrial District)	Warehouse

II. LAND USE ANALYSIS

The subject properties are located on the W. Orange Blossom Trail corridor that is comprised of Industrial businesses/warehouses and commercial businesses just northwest of the Mixed-Use Downtown Zoning District. Other parcels with Industrial Future Land Use exist in this area of the City. The subject properties currently have an existing single-family home and commercial business and have a total combined area of approximately 0.38 acres in size. This future land use amendment is being requested to be compatible with the proposed zoning of the property which is I-L (Light Industrial) and to allow for the expansion of the existing Cold Link Logistics building surrounding the two properties. The parcel is not located in the following areas:

- Wekiva Parkway Interchange Vision Plan Area: No
- Wekiva River Protection Area: No
- Area of Critical State Concern: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The proposed Small-Scale Future Land Use Amendment request for a change from Commercial to Mixed Use is consistent with the terms of the JPA (Second Amendment).

City of Apopka Comprehensive Plan Policies:

Future Land Use Element:

Policy 3.1.I

Industrial

The primary use shall be industrial, intensive commercial, agricultural and business/research parks. Also allowed are public facilities and supporting infrastructure. The use of the Planned Unit Development process shall be encouraged. The maximum floor area ratio shall be .60.

Planned Unit Development uses may include:

- (1) All primary uses
- (2) Other uses deemed compatible with and complimentary to the other proposed master planned uses and the surrounding neighborhoods.

Transportation Element:

Policies 1.1 and 1.2 state that the City of Apopka is a Transportation Concurrency Exception Area. The subject properties have existing access from W Orange Blossom Trail.

Infrastructure Element:

Policies 1.1.1, 2.1.1 and 5.1.2 state the minimum levels of service for the City's wastewater and water systems as well as the City's solid waste collection service.

Conservation Element:

A habitat study will not be required as the development is less than ten (10) acres.

Land Use Calculations:

CURRENT: Future Land Use – County Industrial
0.75 maximum FAR X 0.38 ac = 12,414.6 square feet

PROPOSED: Future Land Use – City Industrial
0.6 maximum FAR X 0.38 ac = 9,931.68 square feet

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Development Review Committee:

Recommends approval of the change in Future Land Use from County Industrial to City Industrial and finds the proposed amendment consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, recommending approval of the future land use amendment, based on the findings and facts presented in the staff report and exhibits.

Planning Commission:

At the August 12, 2025 meeting, the Planning Commission unanimously recommended approval of the future land use amendment, based on the findings and facts presented in the staff report and exhibits.

City Council:

At the meeting on September 3, 2025, the City Council unanimously voted to accept the first reading of Ordinance No. 3119 and hold it over for second reading and adoption.

Recommended Motion – City Council:

Adopt Ordinance Number 3119.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ATTACHMENTS:

1. Ordinance Number 3119
2. Maps
3. Community Meeting Summary
4. Ads for Ord 3119 & 3120

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AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM COUNTY INDUSTRIAL TO CITY INDUSTRIAL FOR PROPERTY OWNED BY MG88 CENTRAL FLORIDA COLD STORAGE II LLC; LOCATED AT 2424 & 2428 W ORANGE BLOSSOM TRAIL; COMPRISING 0.38 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the City's Comprehensive Plan by Ordinance No. 653 on October 2, 1991, in accordance with the laws of the State of Florida; and

WHEREAS, the City of Apopka is committed to planning and managing the future growth and development of the City; and

WHEREAS, the City Council of the City of Apopka has the authority to amend its Comprehensive Plan pursuant to Chapter 163, *Florida Statutes*; and

WHEREAS, the City of Apopka Planning Commission held a public hearing on August 12, 2025, to consider this small-scale amendment to the Future Land Use Map of the Comprehensive Plan and determined that this amendment is internally consistent with the City’s Comprehensive Plan; and

WHEREAS, the City Council of the City of Apopka held public hearings to consider this amendment, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, the City of Apopka has complied with all requirements and procedures of Florida law in processing this small-scale amendment to the City's Comprehensive Plan; and

WHEREAS, the City Council of the City of Apopka hereby finds and determines that this amendment is internally consistent with the City's Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act. The City of Apopka has complied with all requirements of Florida Law in processing this ordinance. The recitals set forth above recitals are hereby adopted.

Section II. Future Land Use Map Amendment. Page 1-32 (Map 1-6) of the Future Land Use Element of the City of Apopka Comprehensive Plan, is hereby amended to change the land use from County Industrial to City Industrial for MG88 Central Florida Cold Storage II LLC at 2424 & 2428 W Orange Blossom Trail, comprising 0.38 acres more or less; as shown and further described in Exhibit “A” attached hereto.

Section III. Applicability and Effect. The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Community Planning Act as set forth in Chapter 163, *Florida Statutes*.

Section IV. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section V. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section VI. Effective Date. This Ordinance shall become effective thirty-one (31) days after adoption. If challenged within thirty (30) days after adoption, the Ordinance shall become effective after the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small-scale development amendment is in compliance with applicable law.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this _____ day of _____, 2025.

READ FIRST TIME: September 3, 2025

READ SECOND TIME AND
ADOPTED: October 1, 2025

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

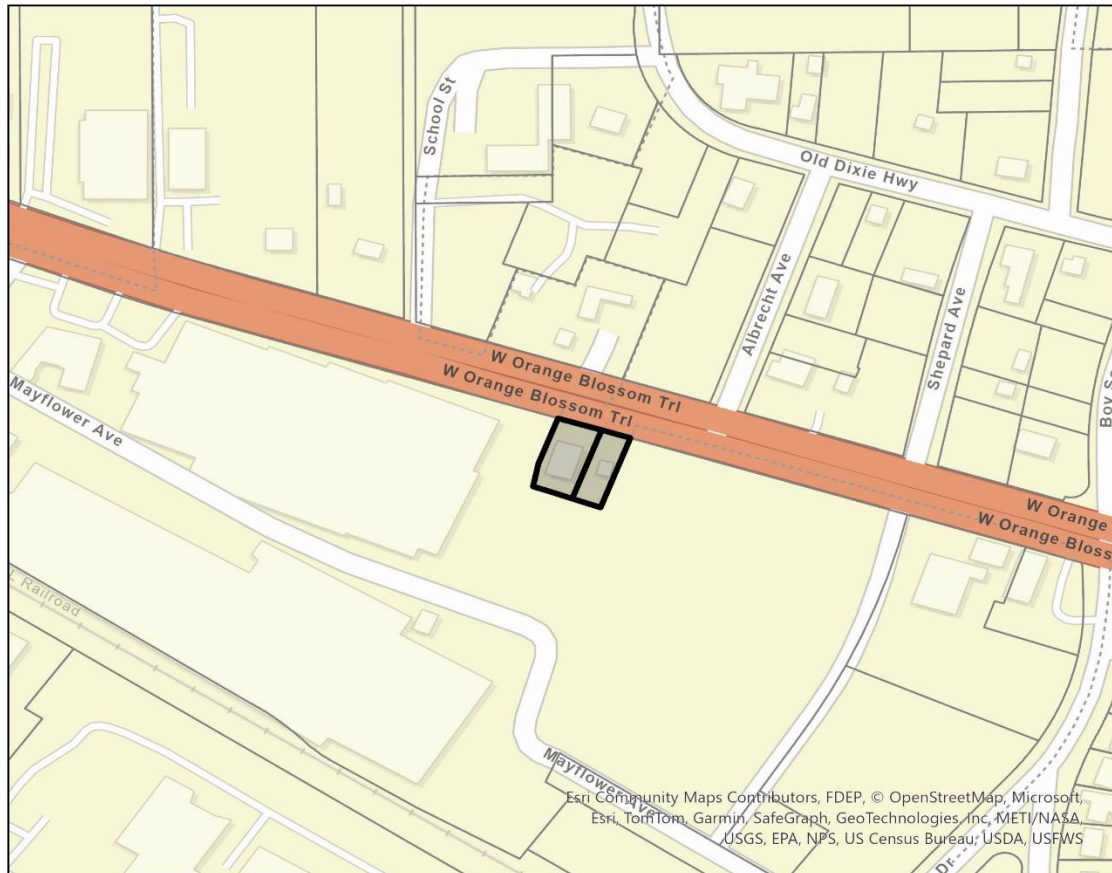
Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: July 18, 2025, September 12, 2025

EXHIBIT "A"

Parcel Identification Number(s): 21-28-7180-09-050, 06-21-28-7180-09-070

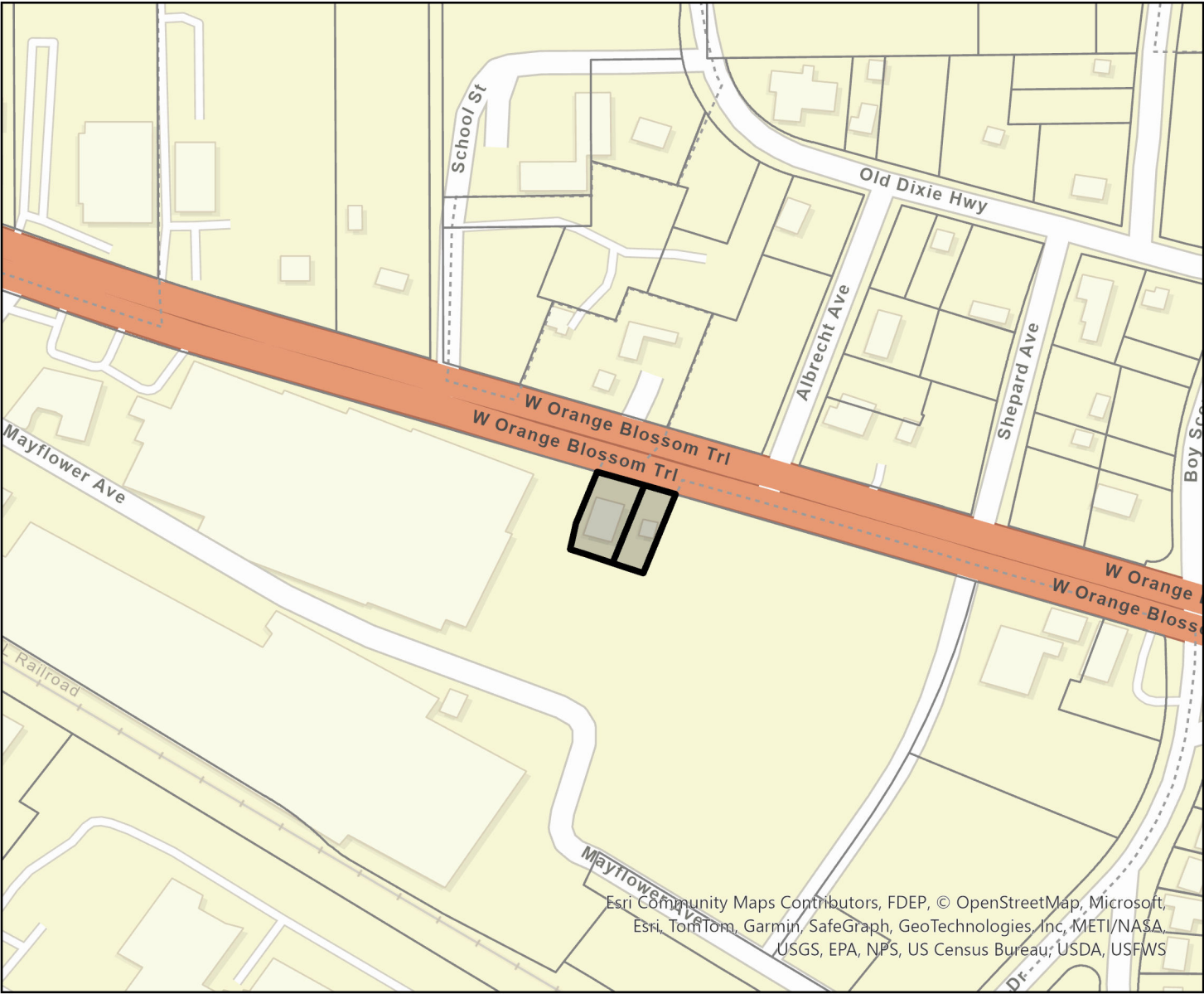
Acreage: 0.38 +/- Acres



Parcel
2428 & 2424 W Orange Blossom Trail (Cold Link Logistics)

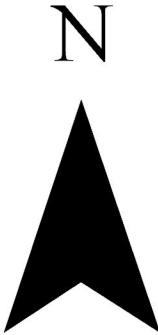
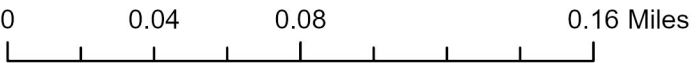
0 0.04 0.08 0.16 Miles





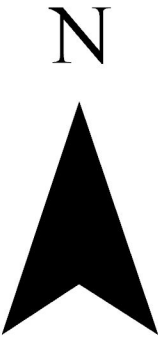
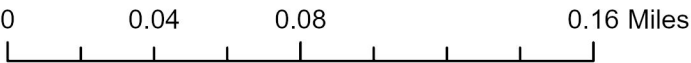
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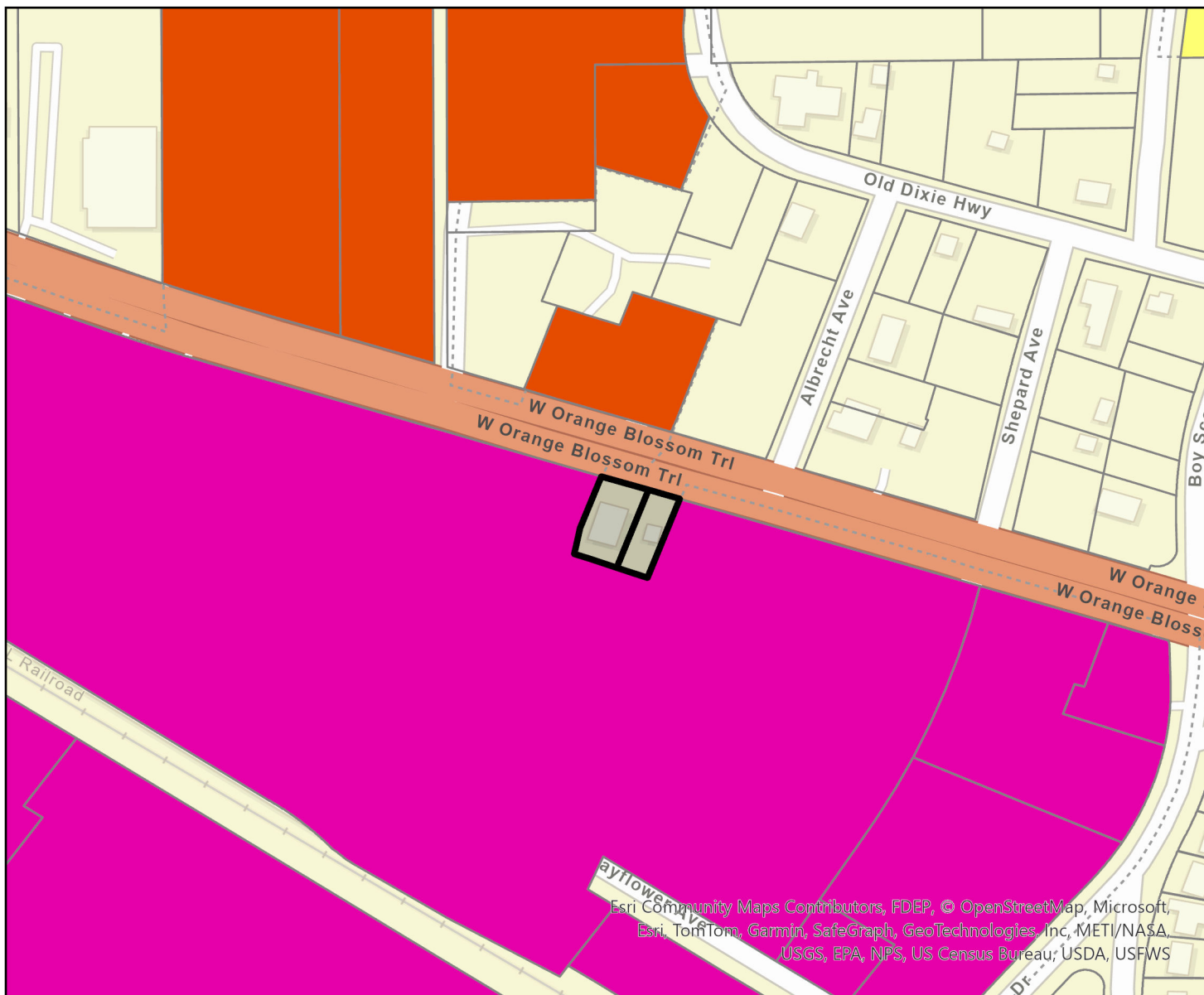
- Parcel
- 2428 & 2424 W Orange Blossom Trail (Cold Link Logistics)





- Parcel
- 2428 & 2424 W Orange Blossom Trail





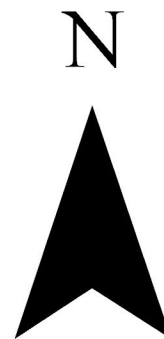
Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

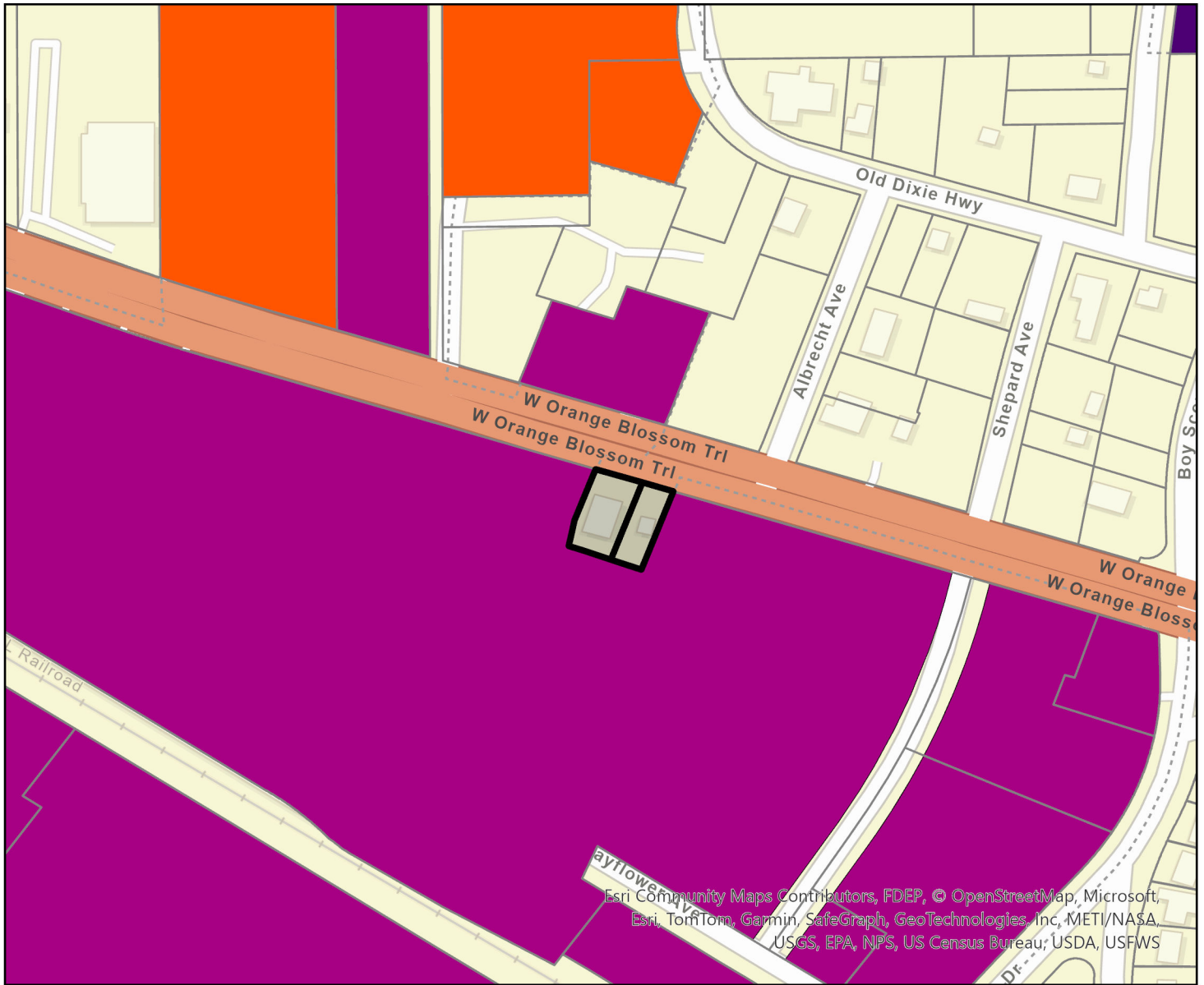
Parcel

Apopka Future Land Use

- AG
- AG-E
- AG-HOME
- COMM
- CONSV
- FLU-IP
- HDR-25
- IND
- INST_PU
- MU
- OFF
- PR
- RE
- RH
- RL
- RLS
- RM
- RML
- RS
- RVLS
- 2428 & 2424 W Orange Blossom Trail

0 0.04 0.08 0.16 Miles



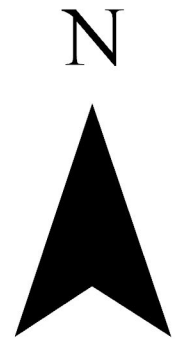


Apopka Zoning

- Parcel
- AG
- AIR
- C-C
- C-COR
- C-N
- C-R
- I-H
- I-L
- INST
- MHP
- MU-D
- MU-ES-GT

- MU-INT
- MU-MED
- MU-N
- MU-T
- MU-VC
- O
- PD
- PR
- RCE
- RMF
- RSF-1A
- RSF-1B
- RTF
- T
- 2428 & 2424 W Orange Blossom

0 0.04 0.08 0.16 Miles





DATE: March 31, 2025

TO: Community Development Department
City of Apopka

FROM: Joshua Enot, P.E.
Kimley-Horn and Associates, Inc.

PROJECT: Cold Storage Facility - Rezoning

Community Meeting Summary

This summary is provided in compliance with the requirements outlined in LDC 2.5.1.D.2 & LDC 2.5.1.E.2. a community meeting was held on March 26th, 2025, at 6:00 PM to 7:00 pm at Fran Carlton Recreation Center to discuss the proposed expansion of the cold storage facility at 2560 W Orange Blossom. Also the rezoning and FLU of 2428 W Orange Blossom Trail and 2424 W Orange Blossom Trail once annexed into City of Apopka to I-L(Light Industrial). The meeting aimed to inform and engage the surrounding community about the proposed changes.

Notification of the meeting was sent via certified mail on March 11, and notice signs were posted at the project site on Tuesday, March 11. Copies of these notices are enclosed with this summary letter.

The meeting commenced with the project team, consisting of Joshua Enot, and Debbie Solorzano and Franco Rama presenting a brief overview of the rezoning request. The community members did not make the meeting, but the project team was at Fran Carlton Recreation Center from 6:00 pm to 7:00 pm.

The additional documents attached below show the project team followed the city of Apopka guideline for the community meeting with the notification letter, mailing address radius map, and the USPS certified mailing receipt. Also included in the additional documents is photos of the signs posted on March 11.

Please contact me at (407) 898-1511 or joshua.enot@kimley-horn.com should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua Enot".

Joshua Enot, P.E.

Kimley-Horn

Additional Documents

Kimley»Horn

Kimley»Horn

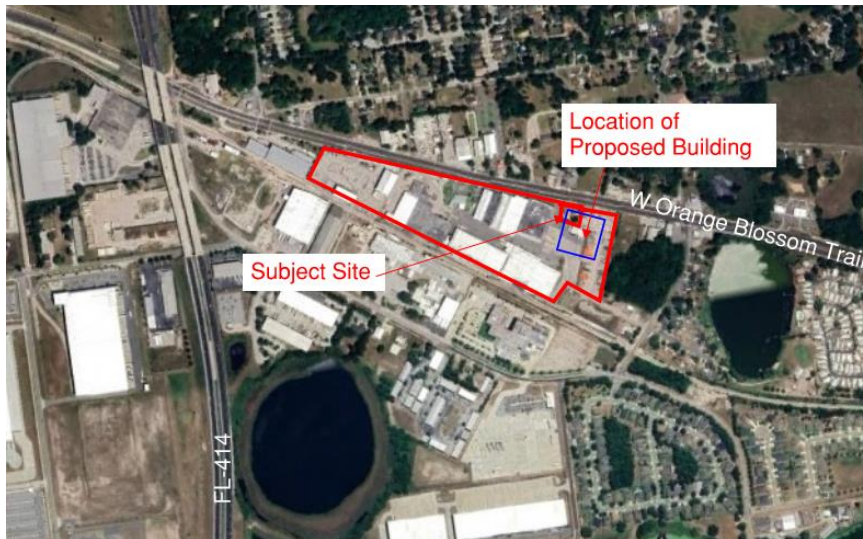
COMMUNITY MEETING NOTIFICATION LETTER

Subject: Cold Storage Facility

March 11, 2025

Dear Property Owner,

Kimley-Horn and Associates, Inc. would like to invite you to attend an in-person meeting to discuss the proposed Cold Storage development located at 2560 W Orange Blossom Trail, Apopka, FL, Orange County parcel ID number 06-21-28-7172-02-011, 06-21-28-7180-09-070, and 06-21-28-7180-09-050.



The meeting will be held in-person on the following date, time and location:

March 26, 2025, at 6:00PM - 7:00PM

Location: Fran Carlton Center – 11 N Forest Avenue, Apopka, FL32703

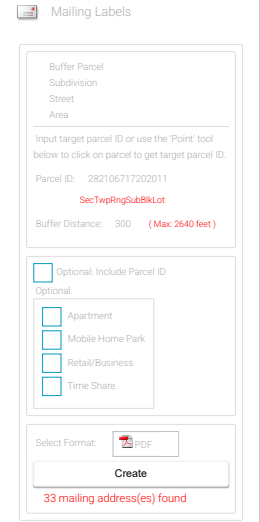
The applicant requests consideration for Annexation, Future Land Use Amendment, and Rezoning to redevelop the existing subject property to include additional buildings and parking spaces for the 27.69-acre site. The intent is to annex the two adjacent parcels (06-21-28-7180-09-070, and 06-21-28-7180-09-050) into the City of Apopka, for the proposed redevelopment to match the industrial use.

I would like to address any comments or concerns you may have regarding this project. If you are unable to attend the virtual meeting, please feel free to email your comments to Joshua.Enot@kimley-horn.com or mail them to our office at 200 S. Orange Ave, Suite 600, Orlando FL, 32801. Please call (689) 244-5509 if you have any questions regarding the development prior to the meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joshua Enot'. Below the signature, the text 'Joshua Enot, P.E. Project Manager' is printed.

Joshua Enot, P.E.
Project Manager



9589 0710 5270 2182 0524 78

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WALKET MANAGEMENT O LLC

9023 60TH AVE E

BRADENTON, FL 34202

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AHMADULLAH FAMILY LIVING TRUST

22106 BLACK LAKE BLVD

WINTER GARDEN, FL 34787

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2601 W ORANGE BLOSSOM OWNER

LLC

800 3RD AVE FL 2701

NEW YORK, NY 10022

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IGLESIA EL GETSEMANI INC

PO BOX 624

PLYMOUTH, FL 32768

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Postage \$0.73

\$9.68

MG88 CENTRAL FLORIDA GOLD

STORAGE II LLC

501 NE 183RD ST UNIT 1

MIAMI, FL 33179

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H AND M ELECTRICAL AND

UNDERGROUND UTILITIES INC

PO BOX 397

PLYMOUTH, FL 32768

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Jacksonville, FL 32202

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

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\$9.68

CSX TRANSPORTATION INC
500 WATER ST
JACKSONVILLE, FL 32202



9589 0710 5270 2182 0524 16

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

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EDOUARD LLC
2385 W ORANGE BLOSSOM TRL
APOPKA, FL 32712



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Extra Services & Fees (check box, add fee as appropriate)
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CAROPRESO MARIO
1225 PALM BLUFF DR
APOPKA, FL 32712



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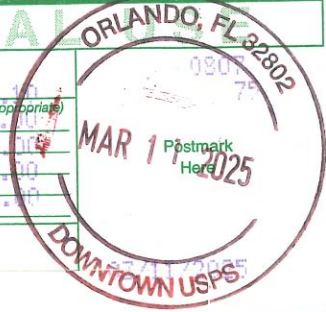
Longwood, FL 32791

Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
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THOMPSON CHARLES H
PO BOX 915005
LONGWOOD, FL 32791



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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
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☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$0.73

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DAYSRING COMMUNITY CHURCH
OF PLYMOUTH INC
2434 OLD DIXIE HWY
APOPKA, FL 32712



9589 0710 5270 0974 4893 34

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Winter Park, FL 32789

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2309 WEST ORANGE BLOSSOM LLC
1301 W FAIRBANKS AVE
WINTER PARK, FL 32789



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Apopka, FL 32707

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☐ Return Receipt (hardcopy) \$
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☐ Adult Signature Restricted Delivery \$

Postage \$0.73

\$9.68

BULLET DODGERS LLC
1103 E SEMORAN BLVD
APOPKA, FL 32703



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EDOUARD LLC
2385 W ORANGE BLOSSOM TRL
APOPKA, FL 32712



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COCA-COLA CO
PO BOX 1734
ATLANTA, GA 30301



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JSNVW LLC
720 RODEL CV
LAKE MARY, FL 32746



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Indianapolis, IN 46280

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\$
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CENTRAL FLORIDA REGIONAL
HOSPITAL INC
PO BOX 80610
INDIANAPOLIS, IN 46280



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\$9.68

WMP TWO FL LLC
1333 3RD AVE S STE 507
NAPLES, FL 34102



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Current Business
2591 W ORANGE BLOSSOM TRL A
Apopka, FL 32712

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2300 MAYFLOWER AVENUE LLC
2300 MAYFLOWER AVE
APOPKA, FL 32703

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Orlando, FL 32804

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\$9.68

MID-FLORIDA FREEZER
PROPERTIES LLC
2315 LYNX LN STE 6
ORLANDO, FL 32804

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Apopka, FL 32712

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☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

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ABS ALLIANCE LLC
1942 MARTINA ST
APOPKA, FL 32703

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BMCK INC
1201 OAKFIELD DR STE 109
BRANDON, FL 33511

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Current Business
2640 W ORANGE BLOSSOM TRL
Apopka, FL 32712

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DOWNTOWN ORLANDO
51 E JEFFERSON ST
ORLANDO, FL 32801-9998
(800)275-8777

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Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0523	86		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8703	28		
Total			\$9.68

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Longwood, FL 32791			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date Thu 03/13/2025			
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Tracking #:			
9589 0710 5270 2182 0523	93		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8703	04		
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Apopka, FL 32712			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
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Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8703	11		
Total			\$9.68

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Apopka, FL 32712			
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Estimated Delivery Date Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
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Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	98		
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Jacksonville, FL 32202			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date Fri 03/14/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 0974 4892	80		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	43		
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Plymouth, FL 32768			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	23		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	81		
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Miami, FL 33179			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date Fri 03/14/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	30		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	74		
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Plymouth, FL 32768			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	47		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	67		
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
New York, NY 10022			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date Sat 03/15/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	54		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	50		
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Winter Garden, FL 34787			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	61		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	29		
Total			\$9.68

First-Class Mail® Letter	1		\$0.73
Bradenton, FL 34202			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	78		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	36		
Total			\$9.68

First-Class Mail® 1 \$0.73
Letter
Naples, FL 34102
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Fri 03/14/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 2182 0524 85
Return Receipt \$4.10
Tracking #: 9590 9402 8532 3186 8701 82
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Indianapolis, IN 46280
Weight: 0 lb 0.60 oz
Estimated Delivery Date
Sat 03/15/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 2182 0524 92
Return Receipt \$4.10
Tracking #: 9590 9402 8532 3186 8701 99
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Lake Mary, FL 32746
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4892 97
Return Receipt \$4.10
Tracking #: 9590 9402 8532 3186 8701 75
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Atlanta, GA 30301
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Fri 03/14/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 03
Return Receipt \$4.10
Tracking #: 9590 9402 8532 3186 8701 68
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Apopka, FL 32712
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 10
Return Receipt \$4.10
Tracking #: 9590 9402 8658 3244 6042 68
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Apopka, FL 32703
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 27
Return Receipt \$4.10
Tracking #: 9590 9402 8658 3244 6042 20
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Winter Park, FL 32789
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 34
Return Receipt \$4.10
Tracking #: 9590 9402 8658 3244 6042 44
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Brandon, FL 33511
Weight: 0 lb 0.40 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 41
Return Receipt \$4.10
Tracking #: 9590 9402 8658 3244 6042 51
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Apopka, FL 32703
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 58
Return Receipt \$4.10
Tracking #: 9590 9402 8658 3244 6042 75
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Orlando, FL 32804
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Return Receipt \$4.10
Mails Rate Quote -\$9.68
Total \$0.00

First-Class Mail® 1 \$0.73
Letter
Orlando, FL 32804
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Thu 03/13/2025
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Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Apopka, FL 32703
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 72
Return Receipt \$4.10
Tracking #: 9590 9402 8658 3244 6042 99
Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Apopka, FL 32712
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 89
 Return Receipt \$4.10
 Tracking #: 9590 9402 8658 3244 6042 82
 Total \$9.68

First-Class Mail® 1 \$0.73
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 Apopka, FL 32712
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
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 Total \$9.68

Grand Total: \$232.32

Credit Card Remit \$232.32
 Card Name: AMEX
 Account #: XXXXXXXXXXXX1001
 Approval #: 858717
 Transaction #: 014
 AID: A000000025010801 Contactless
 AL: AMERICAN EXPRESS
 PIN: Not Required

Text your tracking number to 28777 (2USPS)
 to get the latest status. Standard Message
 and Data rates may apply. You may also
 visit www.usps.com USPS Tracking or call
 1-800-222-1811.

Preview your Mail
 Track your Packages
 Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
 Refunds for guaranteed services only.
 Thank you for your business.

Tell us about your experience.
 Go to: <https://postalexperience.com/Pos>
 or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 116927-0807
 Receipt #: 840-53270176-2-6895139-2
 Clerk: 75



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **The Apopka Chief** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(407) 886-2777**.

Notice ID: lxyqjsbAXnY5rgOyfM51 | **Proof Updated: Sep. 09, 2025 at 10:11am EDT**
Notice Name: City of Apopka ords. 3119 and 3120 9-12

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Mary E. Denizard
mdenizard@apopka.net
(407) 703-1712

FILING FOR

The Apopka Chief

Columns Wide: 3 **Ad Class:** Legals

Total Column Inches: 29.93

Number of Lines: n/a

09/12/2025: Display Ad	231.97
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Subtotal	\$231.97
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Tax	\$0.00
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Processing Fee	\$23.20
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Total	\$255.17
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CITY OF APOPKA PUBLIC HEARING NOTICE CHANGE OF FUTURE LAND USE AND CHANGE OF ZONING

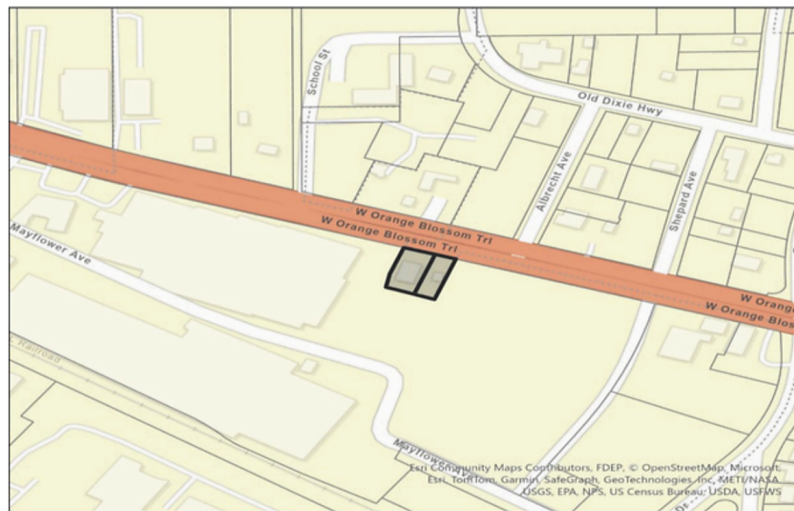
NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Joshua Enot** have made application relating to the following described property.

ORDINANCE NO. 3119

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE FUTURE LAND USE FROM COUNTY INDUSTRIAL TO CITY INDUSTRIAL, FOR PROPERTY LOCATED AT 2424 & 2428 W ORANGE BLOSSOM TRAIL; OWNED BY MG88 CENTRAL FLORIDA COLD STORAGE II LLC, COMPRISING 0.38 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

ORDINANCE NO. 3120

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR PROPERTY LOCATED AT 2424 & 2428 W ORANGE BLOSSOM TRAIL; OWNED BY MG88 CENTRAL FLORIDA COLD STORAGE II LLC, COMPRISING 0.38 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



**Parcel Identification Number(s): 21-28-7180-09-050,
06-21-28-7180-09-070
Contains: 0.38 +/- Acres**

Notice is given that the **City of Apopka City Council** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, October 1, 2025 beginning at 1:30 P.M.**, or as soon thereafter as possible.

Affected parties and the public may appear at the above listed hearings to speak. The proposed Small-Scale Future Land Use and Rezoning Applications can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter,

Expected print dimensions of advertisement:
Width: 5.54 in., Height: 9.98 in.

Newspaper page size: Width: 11.25 in., Height: 20.13 in.
Publisher may wrap or break notice between pages.

you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

September 12, 2025

**Apopka City Council
Apopka Planning Commission
Community Development Department**



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 2.

Meeting Date: October 1, 2025

Department: Community Development

SUBJECT:

Ordinance No. 3120 - Second Reading - Change of Zoning - Cold Link Logistics

ACTION ITEM INFORMATION:

Owner(s): MG88 Central Florida Cold Storage II LLC

Applicant(s): Joshua Enot

Location: 2424 & 2428 W Orange Blossom Trail

Project: 0.38 Acres +/-

Density: N/A

Project Manager: Amer Hamza

REQUEST:

Adopt Ordinance No. 3120.

SUMMARY:

Owner(s): MG88 Central Florida Cold Storage II LLC

Applicant: Joshua Enot

Parcel Identification Number(s): 21-28-7180-09-050, 06-21-28-7180-09-070

Location: 2424 & 2428 W Orange Blossom Trail

Existing Future Land Use: County Industrial

Proposed Future Land Use: City Industrial

Existing Use(s): Single Family Home and Commercial Business

Existing Zoning: T (Transitional) Zoning District

Tract Size: 0.38 +/- Acres

Direction	Future Land Use	Zoning	Present Use
North	Commercial, County Commercial	I-L (Light Industrial District), County C-3 (Wholesale Commercial District)	Car Dealership, Vacant Land
East	Industrial	I-L (Light Industrial District)	Warehouse
South	Industrial	I-L (Light Industrial District)	Warehouse
West	Industrial	I-L (Light Industrial District)	Warehouse

PROJECT SUMMARY:

The subject properties, which combined, are approximately 0.38 acres total in size. The properties are located at 2424 & 2428 W Orange Blossom Trail and currently have a single-family home and a commercial business. The applicant is requesting the rezoning of the property to allow for space towards the expansion of the existing Cold Link Logistics building surrounding the two properties. The proposed I-L (Light Industrial) zoning district is compatible with the surrounding area as the property adjacent to the rear and side property lines has a zoning designation of I-L (Light Industrial). Other properties located in the surrounding area have a zoning designation of I-L (Light Industrial) as well.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

- a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - Applicant's response: Yes, this is consistent with the goals, objectives and policies of the comprehensive plan and other adopted City plans. The land around the subject parcels is listed for industrial use.
 - Staff response: Staff has no objection.
- b. Is in conflict with any provisions of the LDC;
 - Applicant's response: No, this is not in conflict with any portion of the LDC.
 - Staff response: Staff has no objection.
- c. Addresses a demonstrated community need;
 - Applicant's response: Yes, it will benefit the community with a cold storage facility expansion and add additional jobs to the community.
 - Staff response: Staff has no objection.
- d. Is required by changed conditions;
 - Applicant's response: Yes, the site has been annexed into the city and needs to be assigned a future land use and a zoning.
 - Staff response: Staff has no objection.
- e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - Applicant's response: Yes, the surrounding use of all parcels is industrial.
 - Staff response: Staff has no objection.
- f. Would result in a logical and orderly development pattern;
 - Applicant's response: Yes, as the site is currently zoned it is not logical or orderly. Adjusting the future land use and zoning will result in a logical and orderly development.
 - Staff response: Staff has no objection.
- g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - Applicant's response: It would not result in a significant adverse impact on the natural environment.
 - Staff response: Staff has no objection.
- h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
 - Applicant's response: Yes, the public facilities in the area are adequate for the proposed land use and zoning.
 - Staff response: Staff has no objection.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on June 30, 2025.

PUBLIC HEARING SCHEDULE:

August 12, 2025 – Planning Commission (5:30 P.M.)

September 3, 2025 – City Council (1:30 P.M.), First Reading

October 1, 2025 – City Council (1:30 P.M.), Second Reading and Adoption

DULY ADVERTISED:

July 18, 2025, September 12, 2025 – Apopka Chief

July 16, 2025 – Mailed notices to adjacent property owners

July 16, 2025 – Posters placed on property

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Development Review Committee (DRC):

Recommends approval of the Change of Zoning from T (Transitional) to I-L (Light Industrial), finding the proposed change consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Planning Commission:

At the August 12, 2025 meeting, the Planning Commission unanimously recommended approval of the change of zoning, based on the findings and facts presented in the staff report and exhibits.

City Council:

At the meeting on September 3, 2025, the City Council unanimously voted to accept the first reading of Ordinance No. 3120 and hold it over for second reading and adoption.

Recommended Motion – City Council:

Adopt Ordinance Number 3120.

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. Ordinance Number 3120
2. Maps
3. Community Meeting Summary
4. Ads for Ord 3119 & 3120

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AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR PROPERTY LOCATED AT 2424 & 2428 W ORANGE BLOSSOM TRAIL; OWNED BY MG88 CENTRAL FLORIDA COLD STORAGE II LLC; COMPRISING 0.38 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the applicant, MG88 Central Florida Cold Storage II LLC, on behalf of the fee simple owners of the Property, submitted an application for a change in zoning on the Property identified and depicted in Exhibit “A,” attached hereto, from T (Transitional) to I-L (Light Industrial); and

WHEREAS, the proposed I-L (Light Industrial) District rezoning of the Property is consistent with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, the City of Apopka Planning Commission, sitting as the Local Planning Agency, recommended approval of the change in the zoning of the Property and found that the rezoning is consistent with the City's Comprehensive Plan; and

WHEREAS, the City of Apopka has followed all statutory and Code requirements for noticing and advertising this rezoning Ordinance and public hearings associated with the rezoning; and

WHEREAS, the City Council has received public input on the rezoning and a recommendation from staff; and

WHEREAS, the City Council of the City of Apopka finds that the applicants have met the necessary criteria for rezoning under City’s Land Development Code and that rezoning serves a legitimate public purpose and will not adversely affect the public interest.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Findings and Intent. The City of Apopka has complied with all requirements and procedures of Florida Law in processing this Ordinance. The recitals set forth above are hereby adopted.

45 **Section II. Rezoning.** The Property described and shown in Exhibit “A”, being situated
46 in the City of Apopka, Florida, is hereby rezoned and assigned the I-L (Light Industrial) Zoning
47 District, as defined in the Apopka Land Development Code.

48
49 **Section III. Zoning Map.** The Official Zoning Map of the City of Apopka shall be
50 amended to conform to the zoning assignment approved in Section 2 of this Ordinance. The
51 Community Development Director, or the Director’s designee, is hereby directed to amend, alter,
52 and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

53
54 **Section IV. Severability.** If any section or portion of a section or subsection of this
55 Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or
56 impair the validity, force or effect of any other section or portion of section or subsection or part
57 of this ordinance.

58
59 **Section V. Conflicts.** All ordinances or parts of ordinances in conflict herewith are hereby
60 repealed.

61
62 **Section VI. Effective Date.** This Ordinance shall become effective immediately following
63 such time that its companion future land use map amendment ordinance (Ordinance 3119) takes
64 effect.

65
66
67 ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
68 ____ day of _____, 2025.

READ FIRST TIME: September 3, 2025

READ SECOND TIME AND
ADOPTED: October 1, 2025

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

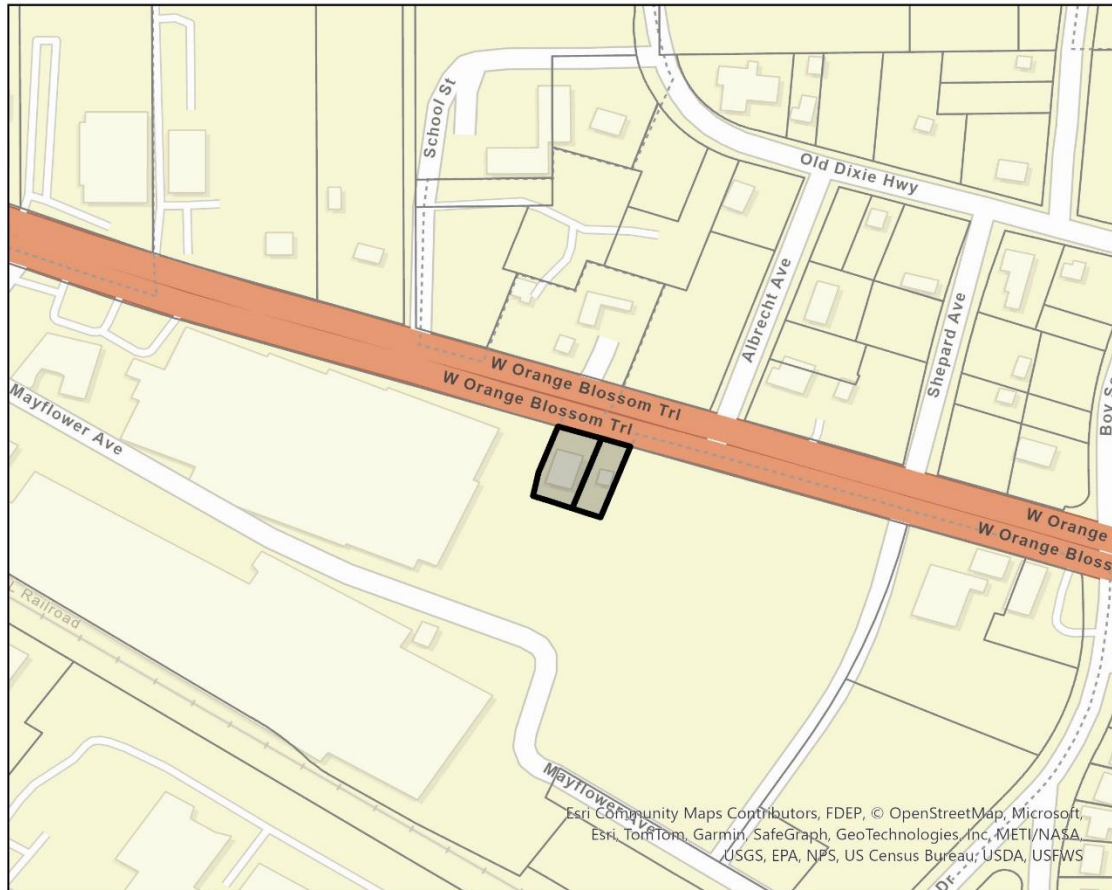
Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: July 18, 2025, September 12, 2025

EXHIBIT A

Parcel Identification Number(s): 21-28-7180-09-050, 06-21-28-7180-09-070

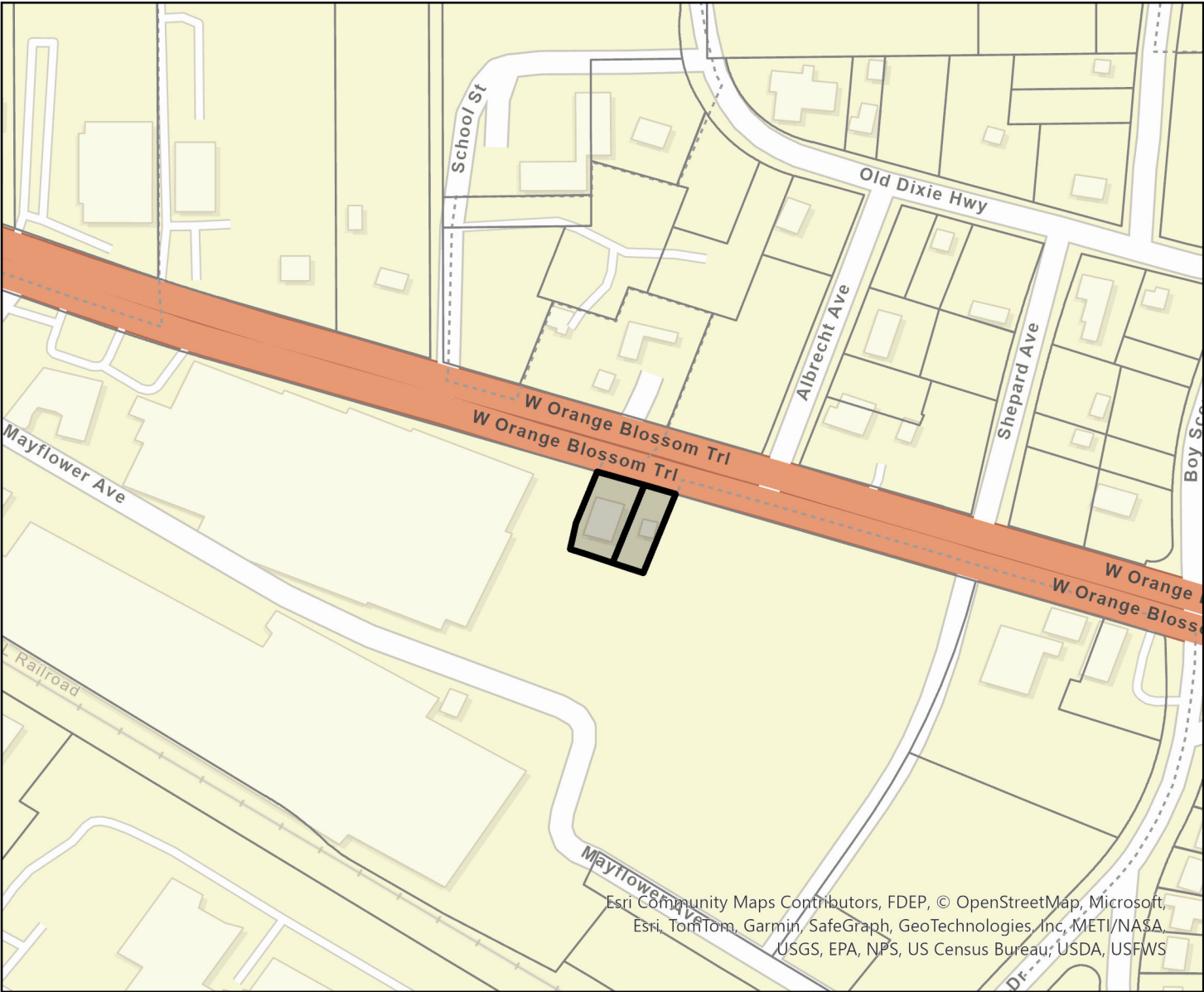
Acreage: 0.38 +/- Acres



Parcel
2428 & 2424 W Orange Blossom Trail (Cold Link Logistics)

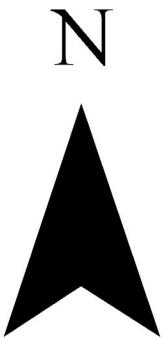
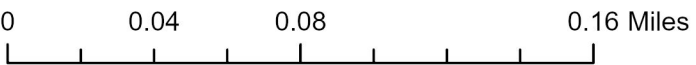
0 0.04 0.08 0.16 Miles





Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

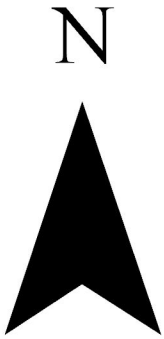
- Parcel
- 2428 & 2424 W Orange Blossom Trail (Cold Link Logistics)

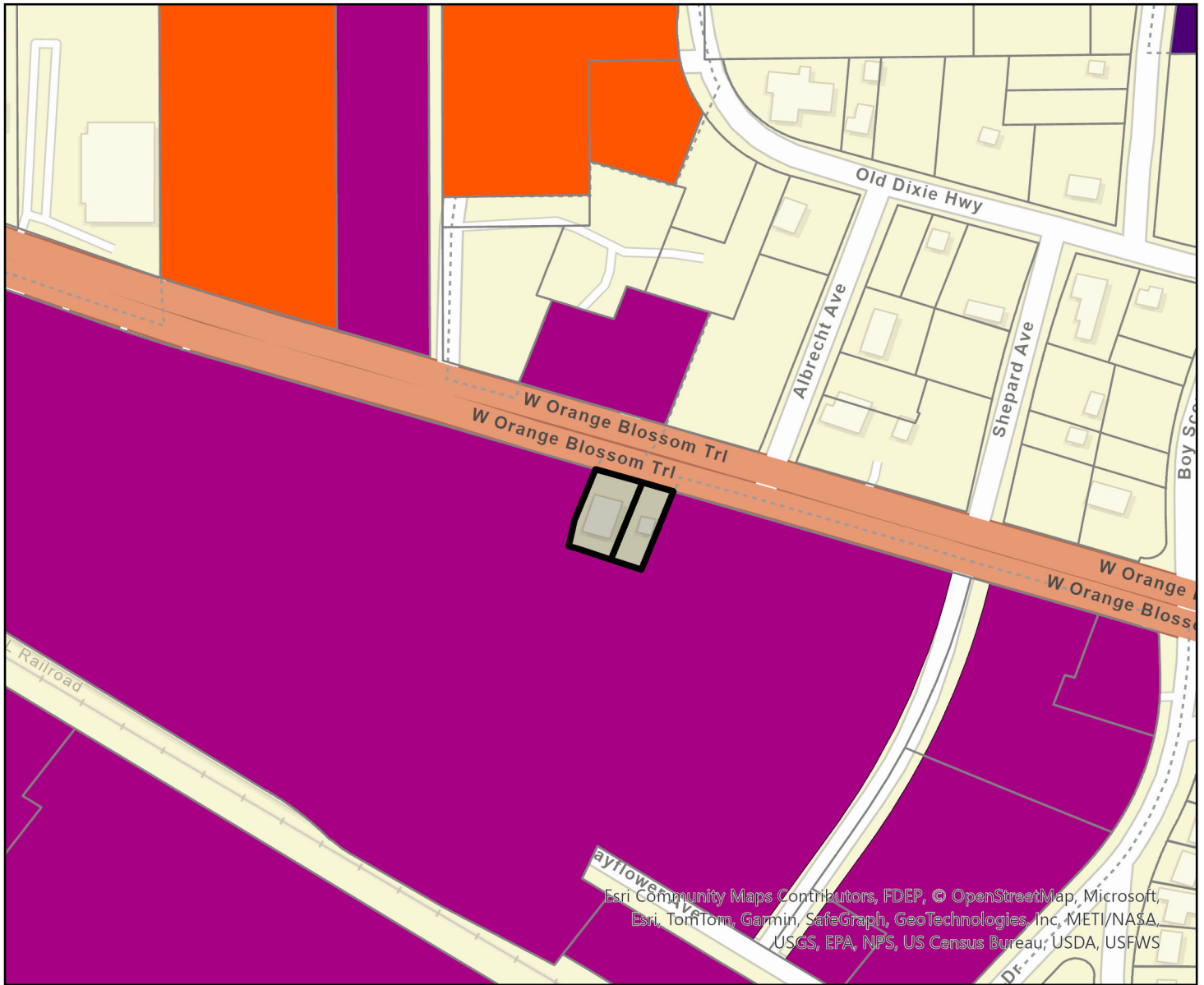




- Parcel
- 2428 & 2424 W Orange Blossom Trail

0 0.04 0.08 0.16 Miles

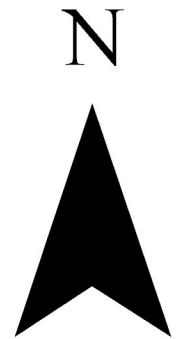
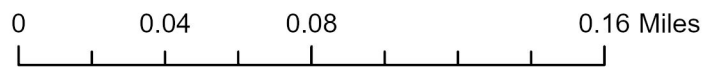




Parcel Apopka Zoning

- AG
- AIR
- C-C
- C-COR
- C-N
- C-R
- I-H
- I-L
- INST
- MHP
- MU-D
- MU-ES-GT

- MU-INT
- MU-MED
- MU-N
- MU-T
- MU-VC
- O
- PD
- PR
- RCE
- RMF
- RSF-1A
- RSF-1B
- RTF
- T
- 2428 & 2424 W Orange Blossom





DATE: March 31, 2025

TO: Community Development Department
City of Apopka

FROM: Joshua Enot, P.E.
Kimley-Horn and Associates, Inc.

PROJECT: Cold Storage Facility - Rezoning

Community Meeting Summary

This summary is provided in compliance with the requirements outlined in LDC 2.5.1.D.2 & LDC 2.5.1.E.2. a community meeting was held on March 26th, 2025, at 6:00 PM to 7:00 pm at Fran Carlton Recreation Center to discuss the proposed expansion of the cold storage facility at 2560 W Orange Blossom. Also the rezoning and FLU of 2428 W Orange Blossom Trail and 2424 W Orange Blossom Trail once annexed into City of Apopka to I-L(Light Industrial). The meeting aimed to inform and engage the surrounding community about the proposed changes.

Notification of the meeting was sent via certified mail on March 11, and notice signs were posted at the project site on Tuesday, March 11. Copies of these notices are enclosed with this summary letter.

The meeting commenced with the project team, consisting of Joshua Enot, and Debbie Solorzano and Franco Rama presenting a brief overview of the rezoning request. The community members did not make the meeting, but the project team was at Fran Carlton Recreation Center from 6:00 pm to 7:00 pm.

The additional documents attached below show the project team followed the city of Apopka guideline for the community meeting with the notification letter, mailing address radius map, and the USPS certified mailing receipt. Also included in the additional documents is photos of the signs posted on March 11.

Please contact me at (407) 898-1511 or joshua.enot@kimley-horn.com should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joshua Enot".

Joshua Enot, P.E.

Kimley-Horn

Additional Documents

Kimley»»Horn

Kimley»»Horn

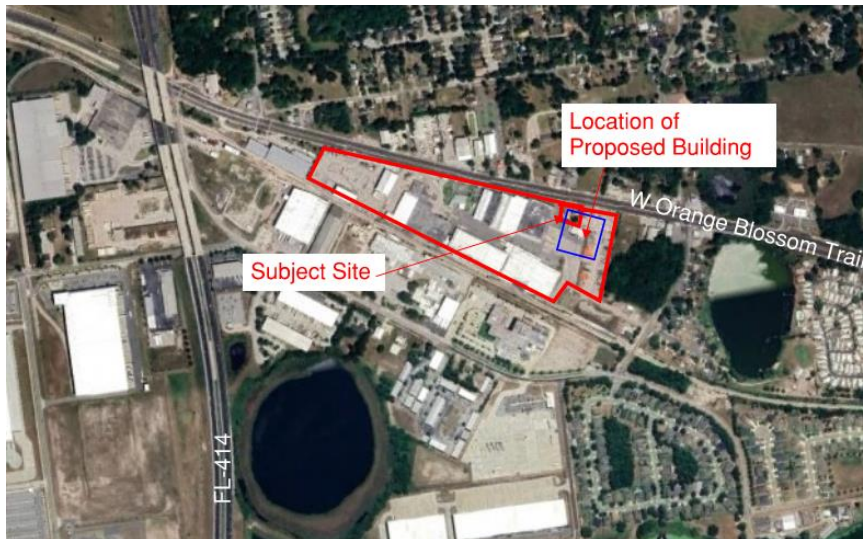
COMMUNITY MEETING NOTIFICATION LETTER

Subject: Cold Storage Facility

March 11, 2025

Dear Property Owner,

Kimley-Horn and Associates, Inc. would like to invite you to attend an in-person meeting to discuss the proposed Cold Storage development located at 2560 W Orange Blossom Trail, Apopka, FL, Orange County parcel ID number 06-21-28-7172-02-011, 06-21-28-7180-09-070, and 06-21-28-7180-09-050.



The meeting will be held in-person on the following date, time and location:

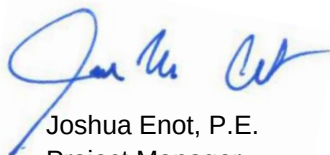
March 26, 2025, at 6:00PM - 7:00PM

Location: Fran Carlton Center – 11 N Forest Avenue, Apopka, FL32703

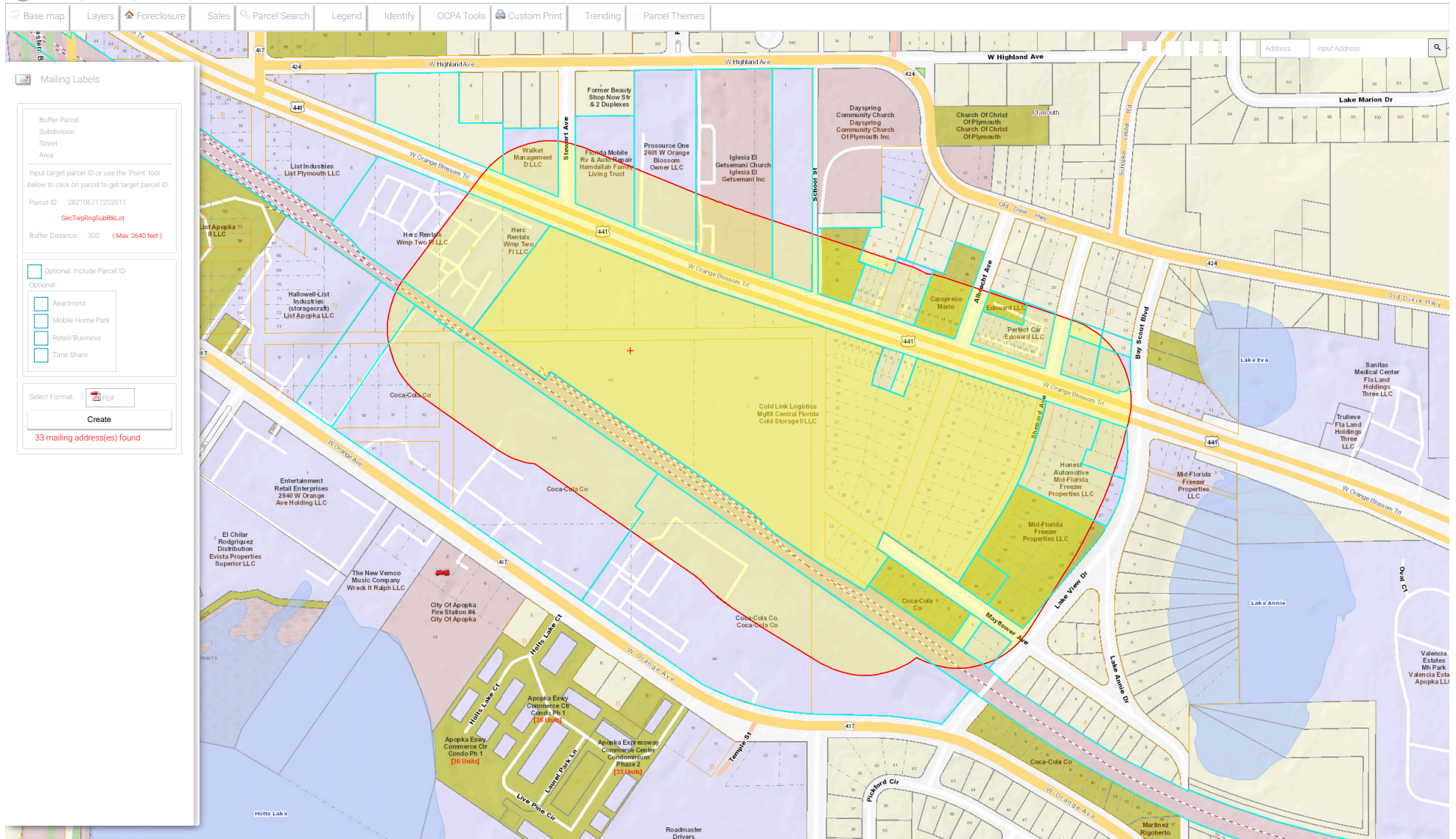
The applicant requests consideration for Annexation, Future Land Use Amendment, and Rezoning to redevelop the existing subject property to include additional buildings and parking spaces for the 27.69-acre site. The intent is to annex the two adjacent parcels (06-21-28-7180-09-070, and 06-21-28-7180-09-050) into the City of Apopka, for the proposed redevelopment to match the industrial use.

I would like to address any comments or concerns you may have regarding this project. If you are unable to attend the virtual meeting, please feel free to email your comments to Joshua.Enot@kimley-horn.com or mail them to our office at 200 S. Orange Ave, Suite 600, Orlando FL, 32801. Please call (689) 244-5509 if you have any questions regarding the development prior to the meeting.

Sincerely,



Joshua Enot, P.E.
Project Manager



9589 0710 5270 2182 0524 78

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Bradenton, FL 34202

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.73

\$9.68

WALKET MANAGEMENT O LLC

9023 69TH AVE E

BRADENTON, FL 34202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0524 61

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Winter Garden, FL 34787

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.73

\$9.68

AHMADULLAH FAMILY LIVING TRUST

22106 BLACK LAKE BLVD

WINTER GARDEN, FL 34787

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0524 54

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

New York, NY 10022

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.73

\$9.68

2601 W ORANGE BLOSSOM OWNER
LLC

800 3RD AVE FL 2701

NEW YORK, NY 10022

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0524 47

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Plymouth, FL 32768

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.73

\$9.68

IGLESIA EL GETSEMANI INC

PO BOX 624

PLYMOUTH, FL 32768

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0524 30

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Miami, FL 33179

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.73

\$9.68

MG88 CENTRAL FLORIDA GOLD
STORAGE II LLC

501 NE 183RD ST UNIT 1

MIAMI, FL 33179

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0524 23

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

Plymouth, FL 32768

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
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Postage

\$0.73

\$9.68

H AND M ELECTRICAL AND
UNDERGROUND UTILITIES INC

PO BOX 397

PLYMOUTH, FL 32768

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0974 4892 80

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Jacksonville, FL 32202

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

CSX TRANSPORTATION INC
500 WATER ST
JACKSONVILLE, FL 32202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0524 16

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Apopka, FL 32712

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

EDOUARD LLC
2385 W ORANGE BLOSSOM TRL
APOPKA, FL 32712

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0524 09

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Apopka, FL 32712

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

CAROPRESO MARIO
1225 PALM BLUFF DR
APOPKA, FL 32712

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0523 93

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Longwood, FL 32791

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

THOMPSON CHARLES H
PO BOX 915005
LONGWOOD, FL 32791

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2182 0523 86

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Apopka, FL 32712

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

DAYSRING COMMUNITY CHURCH
OF PLYMOUTH INC
2434 OLD DIXIE HWY
APOPKA, FL 32712

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0974 4893 34

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Winter Park, FL 32789

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

2309 WEST ORANGE BLOSSOM LLC
1301 W FAIRBANKS AVE
WINTER PARK, FL 32789

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0974 4893 27

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

APOPKA, FL 32707

Certified Mail Fee \$4.85
 \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$0.73
 \$9.68

BULLET DODGERS LLC
 1103 E SEMORAN BLVD
 APOPKA, FL 32703

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 0974 4893 10

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

APOPKA, FL 32710

Certified Mail Fee \$4.85
 \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$0.73
 \$9.68

EDOUARD LLC
 2385 W ORANGE BLOSSOM TRL
 APOPKA, FL 32712

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 0974 4893 03

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Atlanta, GA 30301

Certified Mail Fee \$4.85
 \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$0.72
 \$9.68

COCA-COLA CO
 PO BOX 1734
 ATLANTA, GA 30301

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 0974 4892 97

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Lake Mary, FL 32746

Certified Mail Fee \$4.85
 \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$0.72
 \$9.68

JSNVW LLC
 720 RODEL CV
 LAKE MARY, FL 32746

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 2182 0524 92

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Indianapolis, IN 46280

Certified Mail Fee \$4.85
 \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$0.73
 \$9.68

CENTRAL FLORIDA REGIONAL
 HOSPITAL INC
 PO BOX 80610
 INDIANAPOLIS, IN 46280

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 2182 0524 85

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Naples, FL 34102

Certified Mail Fee \$4.85
 \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$0.73
 \$9.68

WMP TWO FL LLC
 1333 3RD AVE S STE 507
 NAPLES, FL 34102

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



9589 0710 5270 0974 4893 89

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Apopka, FL 32712

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

Current Business
 2591 W ORANGE BLOSSOM TRL A
 Apopka, FL 32712

PS Form 3800, January 2023 PSN 7530-02-000-9047 See reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Apopka, FL 32712

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

2300 MAYFLOWER AVENUE LLC
 2300 MAYFLOWER AVE
 APOPKA, FL 32703

PS Form 3800, January 2023 PSN 7530-02-000-9047 See reverse for Instructions

9589 0710 5270 0974 4893 65

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Orlando, FL 32804

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

MID-FLORIDA FREEZER
 PROPERTIES LLC
 2315 LYNX LN STE 6
 ORLANDO, FL 32804

See reverse for Instructions

9589 0710 5270 0974 4893 58

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Apopka, FL 32712

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

ABS ALLIANCE LLC
 1942 MARTINA ST
 APOPKA, FL 32703

See reverse for Instructions

9589 0710 5270 0974 4893 41

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Brandon, FL 33511

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

BMCK INC
 1201 OAKFIELD DR STE 109
 BRANDON, FL 33511

PS Form 3800, January 2023 PSN 7530-02-000-9047 See reverse for Instructions

9589 0710 5270 0974 4893 96

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Apopka, FL 32712

Certified Mail Fee \$4.85
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.73

\$9.68

Current Business
 2640 W ORANGE BLOSSOM TRL
 Apopka, FL 32712

PS Form 3800, January 2023 PSN 7530-02-000-9047 See reverse for Instructions



DOWNTOWN ORLANDO
51 E JEFFERSON ST
ORLANDO, FL 32801-9998
(800)275-8777

03/11/2025

01:19 PM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

First-Class Mail®	1		\$0.73
Letter			
Apopka, FL 32712			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0523	86		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8703	28		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Longwood, FL 32791			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0523	93		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8703	04		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Apopka, FL 32712			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	09		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8703	11		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Apopka, FL 32712			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	16		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	98		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Jacksonville, FL 32202			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date			
Fri 03/14/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 0974 4892	80		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	43		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Plymouth, FL 32768			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	23		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	81		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Miami, FL 33179			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Fri 03/14/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	30		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	74		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Plymouth, FL 32768			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	47		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	67		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
New York, NY 10022			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Sat 03/15/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	54		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	50		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Winter Garden, FL 34787			
Weight: 0 lb 0.50 oz			
Estimated Delivery Date			
Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	61		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	29		
Total			\$9.68

First-Class Mail®	1		\$0.73
Letter			
Bradenton, FL 34202			
Weight: 0 lb 0.40 oz			
Estimated Delivery Date			
Thu 03/13/2025			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2182 0524	78		
Return Receipt			\$4.10
Tracking #:			
9590 9402 8532 3186 8702	36		
Total			\$9.68

First-Class Mail® 1 \$0.73
 Letter
 Naples, FL 34102
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Fri 03/14/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 2182 0524 85
 Return Receipt \$4.10
 Tracking #: 9590 9402 8532 3186 8701 82
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Indianapolis, IN 46280
 Weight: 0 lb 0.60 oz
 Estimated Delivery Date
 Sat 03/15/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 2182 0524 92
 Return Receipt \$4.10
 Tracking #: 9590 9402 8532 3186 8701 99
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Lake Mary, FL 32746
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4892 97
 Return Receipt \$4.10
 Tracking #: 9590 9402 8532 3186 8701 75
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Atlanta, GA 30301
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Fri 03/14/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 03
 Return Receipt \$4.10
 Tracking #: 9590 9402 8532 3186 8701 68
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Apopka, FL 32712
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 10
 Return Receipt \$4.10
 Tracking #: 9590 9402 8658 3244 6042 68
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Apopka, FL 32703
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 27
 Return Receipt \$4.10
 Tracking #: 9590 9402 8658 3244 6042 20
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Winter Park, FL 32789
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 34
 Return Receipt \$4.10
 Tracking #: 9590 9402 8658 3244 6042 44
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Brandon, FL 33511
 Weight: 0 lb 0.40 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 41
 Return Receipt \$4.10
 Tracking #: 9590 9402 8658 3244 6042 51
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Apopka, FL 32703
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 58
 Return Receipt \$4.10
 Tracking #: 9590 9402 8658 3244 6042 75
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Orlando, FL 32804
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Return Receipt \$4.10
 Mails Rate Quote -\$9.68
 Total \$0.00

First-Class Mail® 1 \$0.73
 Letter
 Orlando, FL 32804
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 65
 Return Receipt \$4.10
 Tracking #: 9590 9402 8658 3244 6042 37
 Total \$9.68

First-Class Mail® 1 \$0.73
 Letter
 Apopka, FL 32703
 Weight: 0 lb 0.50 oz
 Estimated Delivery Date
 Thu 03/13/2025
 Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 0974 4893 72
 Return Receipt \$4.10
 Tracking #: 9590 9402 8658 3244 6042 99
 Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Apopka, FL 32712
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 89
Return Receipt \$4.10
Tracking #: 9590 9402 8658 3244 6042 82
Total \$9.68

First-Class Mail® 1 \$0.73
Letter
Apopka, FL 32712
Weight: 0 lb 0.50 oz
Estimated Delivery Date
Thu 03/13/2025
Certified Mail® \$4.85
Tracking #: 9589 0710 5270 0974 4893 96
Return Receipt \$4.10
Tracking #: 9590 9402 8658 3244 6034 83
Total \$9.68

Grand Total: \$232.32

Credit Card Remit \$232.32
Card Name: AMEX
Account #: XXXXXXXXXXXX1001
Approval #: 858717
Transaction #: 014
AID: A000000025010801 Contactless
AL: AMERICAN EXPRESS
PIN: Not Required

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to get the latest status. Standard Message
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or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 116927-0807
Receipt #: 840-53270176-2-6895139-2
Clerk: 75



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **The Apopka Chief** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(407) 886-2777**.

Notice ID: lxyqjsbAXnY5rgOyfM51 | **Proof Updated: Sep. 09, 2025 at 10:11am EDT**
Notice Name: City of Apopka ords. 3119 and 3120 9-12

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Mary E. Denizard
mdenizard@apopka.net
(407) 703-1712

FILING FOR

The Apopka Chief

Columns Wide: 3 **Ad Class:** Legals

Total Column Inches: 29.93

Number of Lines: n/a

09/12/2025: Display Ad 231.97

Subtotal \$231.97

Tax \$0.00

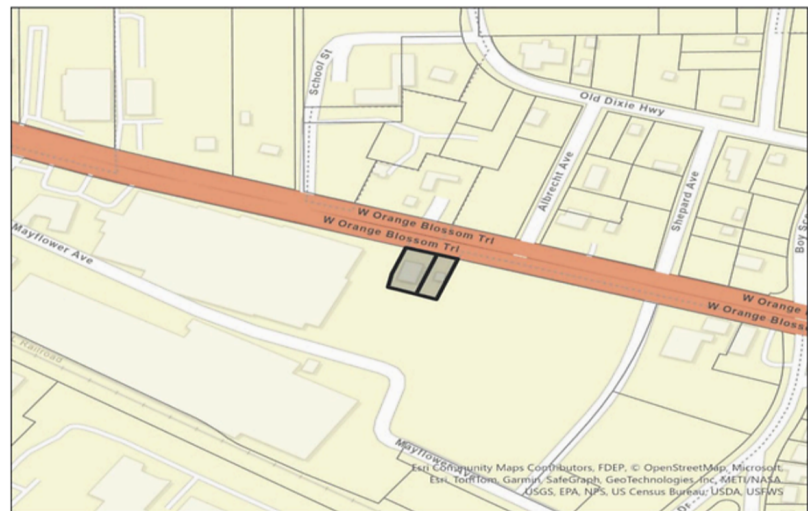
Processing Fee \$23.20

Total \$255.17

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **Joshua Enot** have made application relating to the following described property.

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE FUTURE LAND USE FROM COUNTY INDUSTRIAL TO CITY INDUSTRIAL, FOR PROPERTY LOCATED AT 2424 & 2428 W ORANGE BLOSSOM TRAIL; OWNED BY MG88 CENTRAL FLORIDA COLD STORAGE II LLC, COMPRISING 0.38 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO I-L (LIGHT INDUSTRIAL), FOR PROPERTY LOCATED AT 2424 & 2428 W ORANGE BLOSSOM TRAIL; OWNED BY MG88 CENTRAL FLORIDA COLD STORAGE II LLC, COMPRISING 0.38 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



0 0.04 0.08 0.16 Miles

N



Affected parties and the public may appear at the above listed hearings to speak. The proposed Small-Scale Future Land Use and Rezoning Applications can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter,

Expected print dimensions of advertisement:
Width: 5.54 in., Height: 9.98 in.

Newspaper page size: Width: 11.25 in., Height: 20.13 in.
Publisher may wrap or break notice between pages.

you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

September 12, 2025

**Apopka City Council
Apopka Planning Commission
Community Development Department**



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 3.

Meeting Date: October 1, 2025

Department: Community Development

SUBJECT:

Ordinance No. 3121 – First Reading Small-Scale Future Land Use Amendment – 155 M A Board Street

ACTION ITEM INFORMATION:

Owner(s): Magic Houses LLC

Applicant(s): Amr Gawad

Location: 155 M A Board Street

Project: Small-Scale Future Land Use Amendment

Existing Density: 10 DU/A

Proposed Density: 15 DU/A

Project Manager: Jun Sohn, Ph.D.

REQUEST:

Accept the first reading of Ordinance Number 3121 and hold it over for the second reading and adoption.

SUMMARY:

Owner(s): Magic Houses LLC

Applicant: Amr Gawad

Parcel Identification Number(s): 09-21-28-0196-40-233

Location: 155 M A Board Street

Existing Future Land Use: Residential Medium (10 DU/A)

Proposed Future Land Use: Mixed-Use (15 DU/A)

Existing Use(s): Vacant

Existing Zoning: Mixed-Use Downtown

Tract Size: 0.27 +/- Acres

Proposed Number of Units: 3 Townhome Units

Direction	Future Land Use	Zoning	Present Use
North	Residential Medium (10 DU/A)	Mixed-Use Downtown	Vacant Residential
East	Residential Medium (10 DU/A)	Mixed-Use Downtown	Vacant Residential
South	Residential Low (5 DU/A)	Mixed-Use Downtown	Residential (Single Family)
West	Residential Medium (10 DU/A)	Mixed-Use Downtown	Residential (Single Family)

PROJECT SUMMARY:

The subject property, which is approximately 0.27 acres in size, is located at 155 M A Board Street and is currently

vacant. The applicant is requesting the amendment of the Future Land Use of the property from Residential Medium (10 DU/A) to Mixed-Use (15 DU/A / 2.0 FAR) to be consistent and compatible with its current Zoning, which is Mixed-Use Downtown. The consistent and compatible future land use of this property is Mixed-Use.

The Future Land Use of Mixed-Use allows 15 Dwelling Units per acre according to the Comprehensive Plan. The applicant has proposed a new development of a townhome with 3 townhome units. The Conceptual Plan that has been used for the informational meeting has been attached as a reference, while the actual development plan has not been submitted.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - Applicant's response: The City of Apopka current zoning/future land use, in the MU-D Mixed Use Downtown District zoning allows the increase of the density from 10 units per acre to 15 units per acre. This particular district of the zoning code, will NOT allow duplex buildings and splitting this lot will also NOT be allowed. As a result, the only possible option is to request the density increase to allow 3 units in one building. Therefore, this request is consistent and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans.
 - Staff response: Staff has no objection.
2. Is in conflict with any provisions of the LDC;
 - Applicant's response: This request for FLU amendment to the Comprehensive Plan or Map and the Official Zoning Map shall NOT be in conflict with any provisions of the City's LDC.
 - Staff response: Staff has no objection.

3. Addresses a demonstrated community need;

- Applicant's response: This request for FLU amendment to the Comprehensive Plan or Map and the Official Zoning Map is required to meet the notable growth in the community residential needs.
- Staff response: Staff has no objection.

4. Is required by changed conditions;

- Applicant's response: This request for FLU amendment to the Comprehensive Plan or Map and the Official Zoning Map is required since this particular district of the zoning code, will NOT allow duplex buildings and splitting this lot will also NOT be allowed. As a result, the only possible option is to request the density increase to allow 3 units in one building.
- Staff response: Staff has no objection.

5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

- Applicant's response: The current zoning of this parcel is MU-D Mixed Use Downtown District, and the Future Land Use allows various uses Including High Density Residential. The surrounding lands have the similar zoning and FLU. Therefore, this request for FLU amendment to the Comprehensive Plan or Map and the Official Zoning Map is compatible with existing and proposed uses surrounding the subject land and is the most appropriate zoning district for the land.
- Staff response: Staff has no objection.

6. Would result in a logical and orderly development pattern;

- Applicant's response: As evident of the current trends in housing development within this zoning district, this request for FLU amendment to the Comprehensive Plan or Map and the Official Zoning Map, would result in logical and orderly development pattern.

- Staff response: Staff has no objection.
7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
- Applicant's response: The review of the current land survey, soils and vegetation conditions, wetland inventory maps, wildlife survey, storm water management, flood maps and all other natural resources including water, air and noise, it is concluded that this request for FLU amendment to the Comprehensive Plan or Map and the Official Zoning Map would not result in significant adverse impacts on such resources
 - Staff response: Staff has no objection.
8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
- Applicant's response: This request for FLU amendment to the Comprehensive Plan or Map and the Official Zoning Map shall result in development that is adequately served by public facilities. The City of Apopka available water and sewer utilities map, indicates the availability of 6 inch water main located at south R/W of M. A. Board St, and a 6-inch sanitary sewer lateral located at southwest corner of property, which would be directly accessible to the proposed development. Fire protection shall be provided to the proposed building from the road edge of pavement with a 150-ft hose, as per approval of the City's Fire Department. The storm water runoff shall be collected and treated on site and discharged to existing public drainage system. Other public services including schools, parks, emergency medical services and police are available for the proposed development.
 - Staff response: Staff has no objection.

SCHOOL CAPACITY REPORT:

An inquiry was sent to Orange County Public Schools (OCPS) regarding school capacity requirement for this application. OCPS determined that school capacity for the subject development is de-minimis.

ORANGE COUNTY NOTIFICATION:

The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on May 29, 2025.

PUBLIC HEARING SCHEDULE:

September 9, 2025 – Planning Commission (5:00 P.M.)

October 1, 2025 – City Council (1:30 P.M.), First Reading

October 15, 2025 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:

August 22, 2025 – Apopka Chief

August 5, 2025 – Mailed notices to adjacent property owners

August 11, 2025 – Posters placed on property

LAND USE REPORT:

1. Relationship of adjacent properties

Direction	Future Land Use	Zoning	Present Use
North	Residential Medium	Mixed-Use Downtown	Vacant
East	Residential Medium	Mixed-Use Downtown	Vacant

South	Residential Low	Mixed-Use Downtown	Residential
West	Residential Medium	Mixed-Use Downtown	Residential

2. Land Use Analysis

The subject property is located in the Joint Planning Area. The property is surrounded by Residential uses and is in the Mixed-Use Downtown Zoning District. For consistency of the property's Future Land Use and Zoning, Land use of the subject property is recommended for Mixed-Use for 15 Dwelling Units per acre to be consistent with its Zoning, as well as the Comprehensive Plan policies, Development Design Guidelines, and the Land Development Code.

Per the LDC Appendix F, *Downtown Area Maps, CRA, CBD, and Original Downtown Development Overlay District*, the subject property at 155 M A Board Street is located within the Community Redevelopment Area (CRA) Overlay District. According to the Comprehensive Plan's Future Land Use Element, Policy 3.1.r., areas within the CRA shall be allowed to have a Future Land Use designation of Mixed-Use to encourage innovative land use techniques, creative urban design, environmental protection, and the use of sustainable development principles and practices. Further land use analysis is provided in the section below, *City of Apopka Comprehensive Plan Policies*. The Downtown Area Map is attached.

The property is approximately 0.27 acres in size and is located in one of the following areas:

- Wekiva Parkway Interchange Plan Area: No
- Wekiva River Protection Area: No
- Area of Critical State Concern: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on October 26, 2004. The proposed Small-Scale Future Land Use Amendment request for a change from Residential Medium to Mixed-Use is consistent with the terms of the JPA (Second Amendment).

City of Apopka Comprehensive Plan Policies:

Future Land Use Element:

Policy 3.1.r.

Mixed-Use

The primary intent of the Mixed-Use land use category is to allow a mixture of residential, office, commercial, industrial, recreation, institutional uses and public facilities use to serve the residential and non-residential needs of special areas of the City. This mix of land uses may occur on a single parcel or multiple parcels in the form of: a permitted single use; a vertical combination of different permitted uses; or a horizontal mix of different permitted uses. The intensity of development within the mixed-use land use categories will vary depending on location and surrounding uses. Transit-oriented design elements shall be encouraged to promote multiple modes of transportation in the mixed-use categories.

The Land Development Code will establish zoning districts and/or zoning overlay areas with standards that define the appropriate location for various intensities/densities. The following maximum gross intensity/density standards shall not be exceeded.

	Community Center	Employment Center	Central Business District	1
USES ALLOWED (1)				
Residential	50% max.	30% max.	50% max.	
Commercial	60% max.	40% max.	60% max.	
Office/Medical	50% max.	90% max.	70% max.	
Light Industrial	0	20%	10% max.	
Recreation (Passive or Active)	20% min.	15% min.	15% min.	
Institutional/Public/ Civic	50% max.	40% max.	50% max.	
DEVELOPMENT STANDARDS				
FAR (2) Min.	0.25	0.25	0.25	(
Max.	0.6	1	2	
Density Max.	10	15	15	

NOTES:

- (1) See LDC for definitions of Residential, Commercial, Office, Light Industrial, etc.
- (2) Calculated per individual site or in the case of mixed use by development site.
- (3) Use percentages to be calculated based on the entire Wekiva Parkway Interchange Vision Plan Area. See Policies 20.79 and 20.810 for densities/intensities by character district.

Designation of a Mixed-Use Category

In order to encourage innovative land use techniques, creative urban design, environmental protection and the use of sustainable development principles and practices, designation of new mixed-use categories on the FLUM shall only be allowed for land located within the following areas:

1. Areas within the Expressway, Plymouth, West, and Northwest small area plans as shown on their respective master plans;
2. The CRA Overlay District depicted on the adopted FLUM;
3. Land anticipated for inclusion within the Wekiva Parkway Interchange Land Use Plan to be adopted by December 2010; and
4. Areas that have been subject to a Small Area Study.

Transportation Element: Policies 1.1 and 1.2 state that the City of Apopka is a Transportation Concurrency Exception Area.

Infrastructure Element: Policies 1.1.1, 2.1.1 and 5.1.2 state the minimum levels of service for the City's wastewater and water systems as well as the City's solid waste collection service.

Conservation Element: A habitat study will not be required as the development is less than ten (10) acres.

Land Use Calculations:

- CURRENT: Residential Medium = 10 Dwelling Units/Acres * 0.27 Acres = 2 Single-Family units
- PROPOSED: Mixed-Use = 15 Dwelling Units/Acres * 0.27 Acres = 4 Single-Family units

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

FUNDING SOURCE:

Not applicable

RECOMMENDED MOTION:

Development Review Committee (DRC):

Recommends approval of the change in Future Land Use designation from Residential Medium to Mixed-Use, finding the proposed amendment consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Planning Commission:

At the meeting on September 9, 2025, the Planning Commission found the proposed Change in the Future Land Use designation from Residential Medium to Mixed-Use consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, and unanimously recommended approval of the Future Land Use Amendment, based on the findings and facts presented in the staff report and exhibits.

Recommended Motion – City Council:

Accept the first reading of Ordinance Number 3121 and hold it over for second reading and adoption.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ATTACHMENTS:

1. Ordinance Number 3121
2. Maps
3. Central Business District Map
4. Advertisement August 22
5. OCPS_de-minimis
6. Community Meeting Summary
7. 155 M A Board St - Conceptual Plan

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ORDINANCE NO. 3121

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM RESIDENTIAL MEDIUM TO MIXED-USE FOR PROPERTY LOCATED AT 155 M A BOARD STREET; OWNED BY MAGIC HOUSES LLC, COMPRISING 0.27 ACRES MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the City's Comprehensive Plan by Ordinance No. 653 on October 2, 1991, in accordance with the laws of the State of Florida; and

WHEREAS, the City of Apopka is committed to planning and managing the future growth and development of the City; and

WHEREAS, the City Council of the City of Apopka has the authority to amend its Comprehensive Plan pursuant to Chapter 163, *Florida Statutes*; and

WHEREAS, the City of Apopka Planning Commission held a public hearing on September 9, 2025, to consider this small-scale amendment to the Future Land Use Map of the Comprehensive Plan and determined that this amendment is internally consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council of the City of Apopka held public hearings to consider this amendment, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, the City of Apopka has complied with all requirements and procedures of Florida law in processing this small-scale amendment to the City's Comprehensive Plan; and

WHEREAS, the City Council of the City of Apopka hereby finds and determines that this amendment is internally consistent with the City's Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act. The City of Apopka has complied with all requirements of Florida Law in processing this ordinance. The recitals set forth above recitals are hereby adopted.

Section II. Future Land Use Map Amendment. Page 1-32 (Map 1-6) of the Future Land Use Element of the City of Apopka Comprehensive Plan, is hereby amended to change the land use from Residential Medium to Mixed-Use for certain real property generally located North of M A Board Street and East of Washington Avenue, comprising 0.27 acres more or less; as shown and further described in Exhibit “A” attached hereto.

Section III. Applicability and Effect. The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Community Planning Act as set forth in Chapter 163, *Florida Statutes*.

Section IV. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section V. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section VI. Effective Date. This Ordinance shall become effective thirty-one (31) days after adoption. If challenged within thirty (30) days after adoption, the Ordinance shall become effective after the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small-scale development amendment is in compliance with applicable law.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this _____ day of _____, 2025.

READ FIRST TIME: October 1, 2025

READ SECOND TIME AND
ADOPTED: _____

ATTEST:

Susan Bone, City Clerk

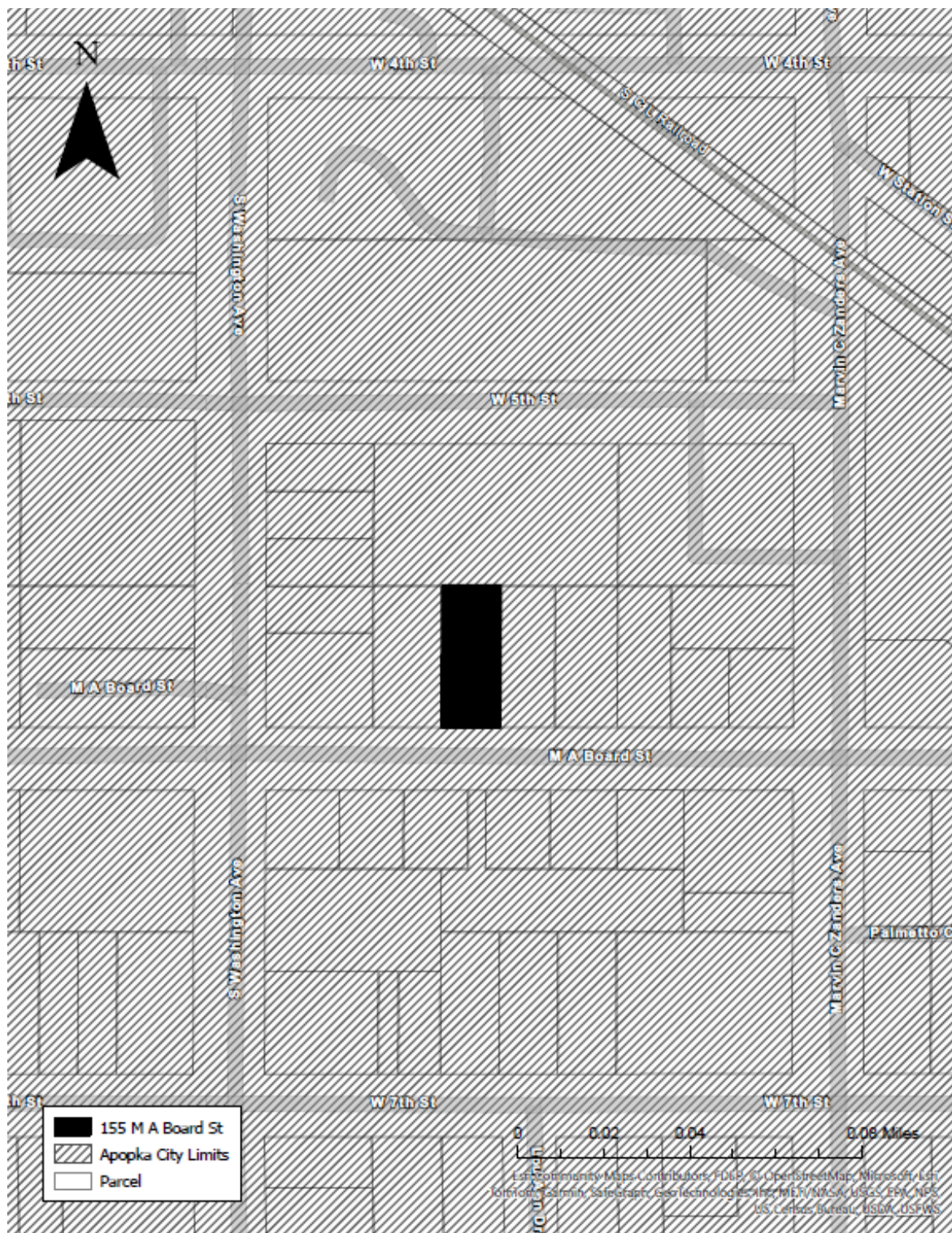
Bryan Nelson, Mayor

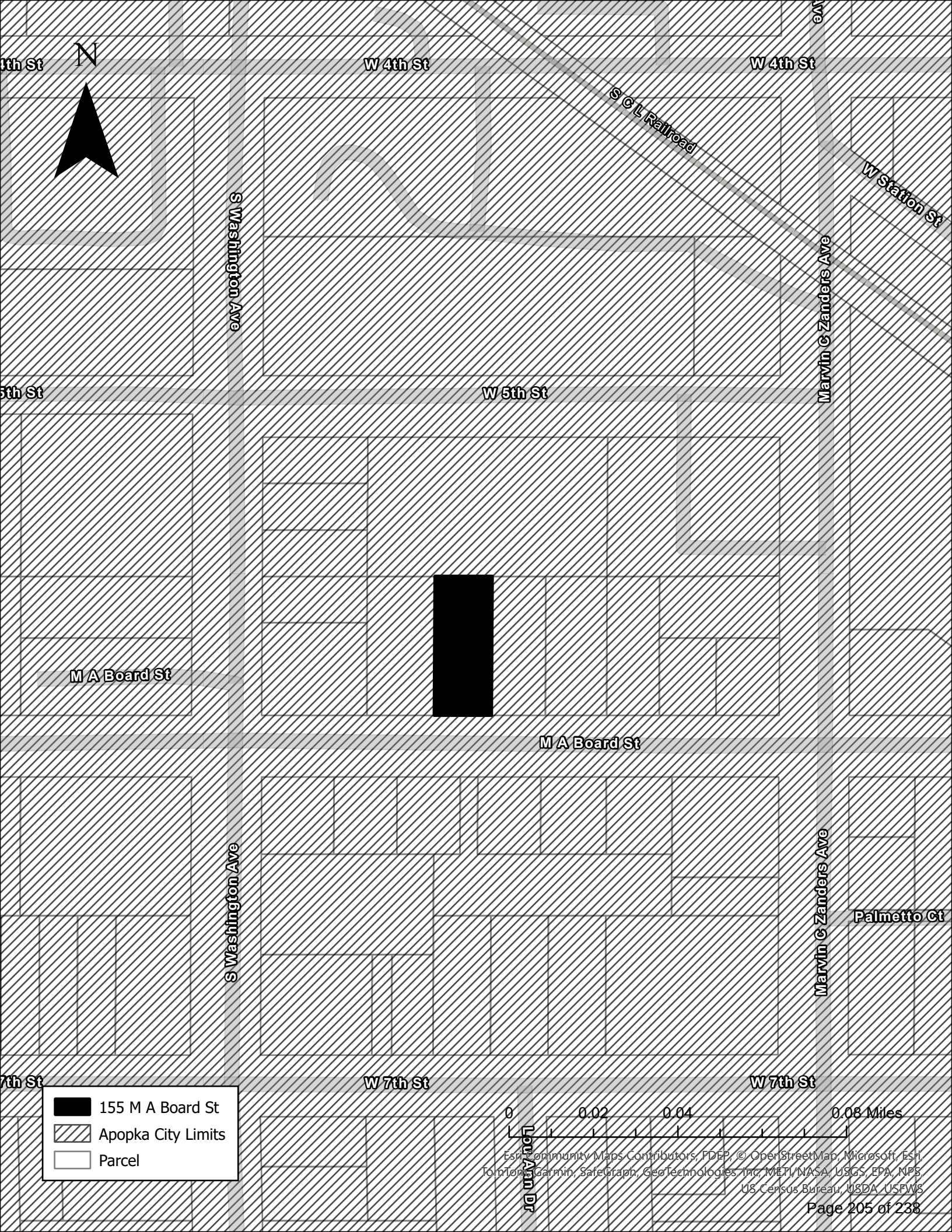
Approved as to form and legal sufficiency:

Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: August 22, 2025

Location Map





W 4th St

N

W 4th St

W 4th St

S C L Railroad

S Washington Ave

W Station St

Marvin G Zanders Ave

W 5th St

W 5th St

M A Board St

M A Board St

S Washington Ave

Marvin G Zanders Ave

Palmetto Ct

W 7th St

W 7th St

W 7th St



155 M A Board St



Apopka City Limits



Parcel

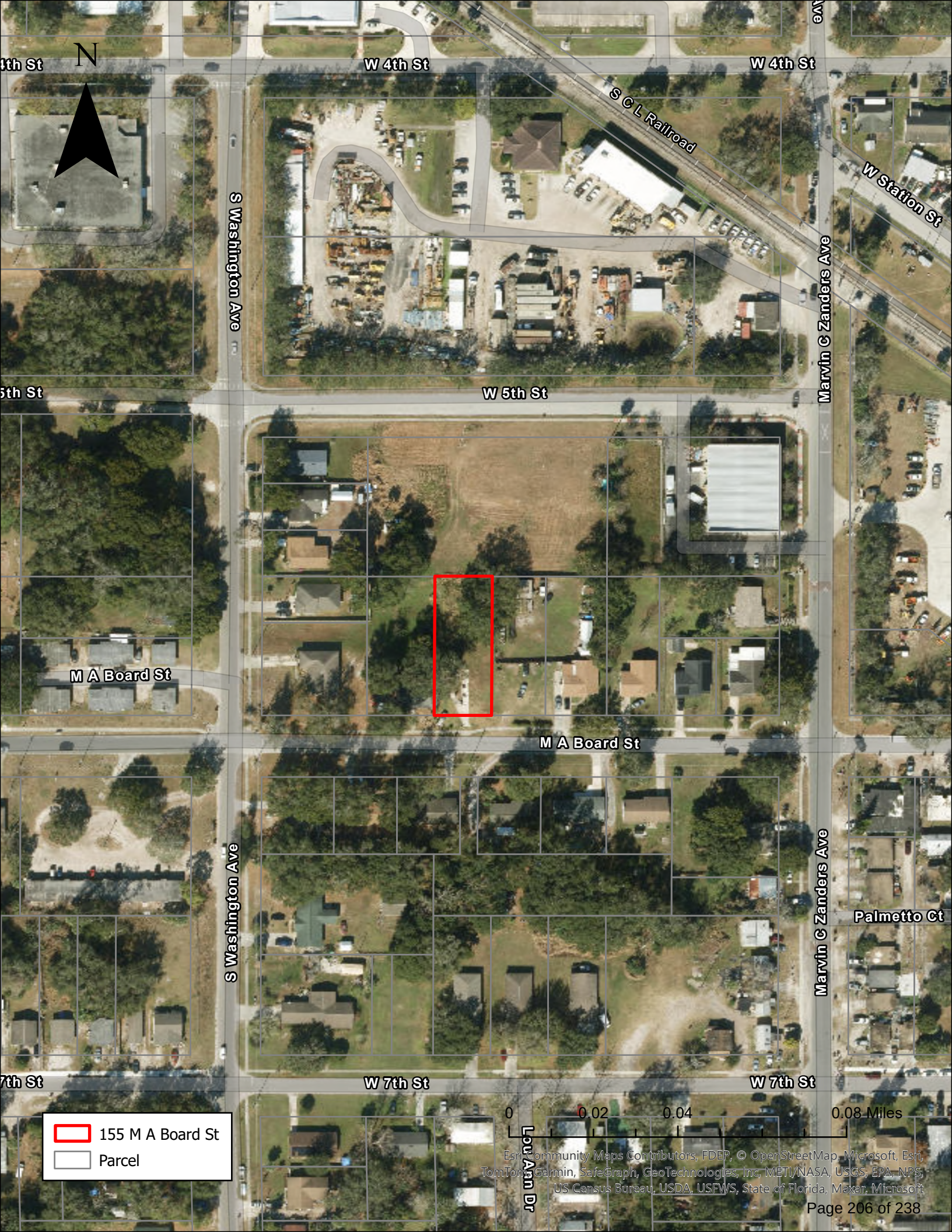
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Esri, Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri,
TomTom, Garmin, SafeGraph, GeoTechnologies Inc, METI/NASA, USGS, EPA, NPS,
US Census Bureau, USDA, USFWS



4th St

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W 4th St

S C L Railroad

S Washington Ave

Marvin C Zanders Ave

W Station St

5th St

W 5th St

M A Board St

M A Board St

S Washington Ave

Marvin C Zanders Ave

Palmetto Ct

7th St

W 7th St

W 7th St



155 M A Board St



Parcel

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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, State of Florida, Maxar, Microsoft



155 M A Board St

Parcel

Apopka Future Land Use

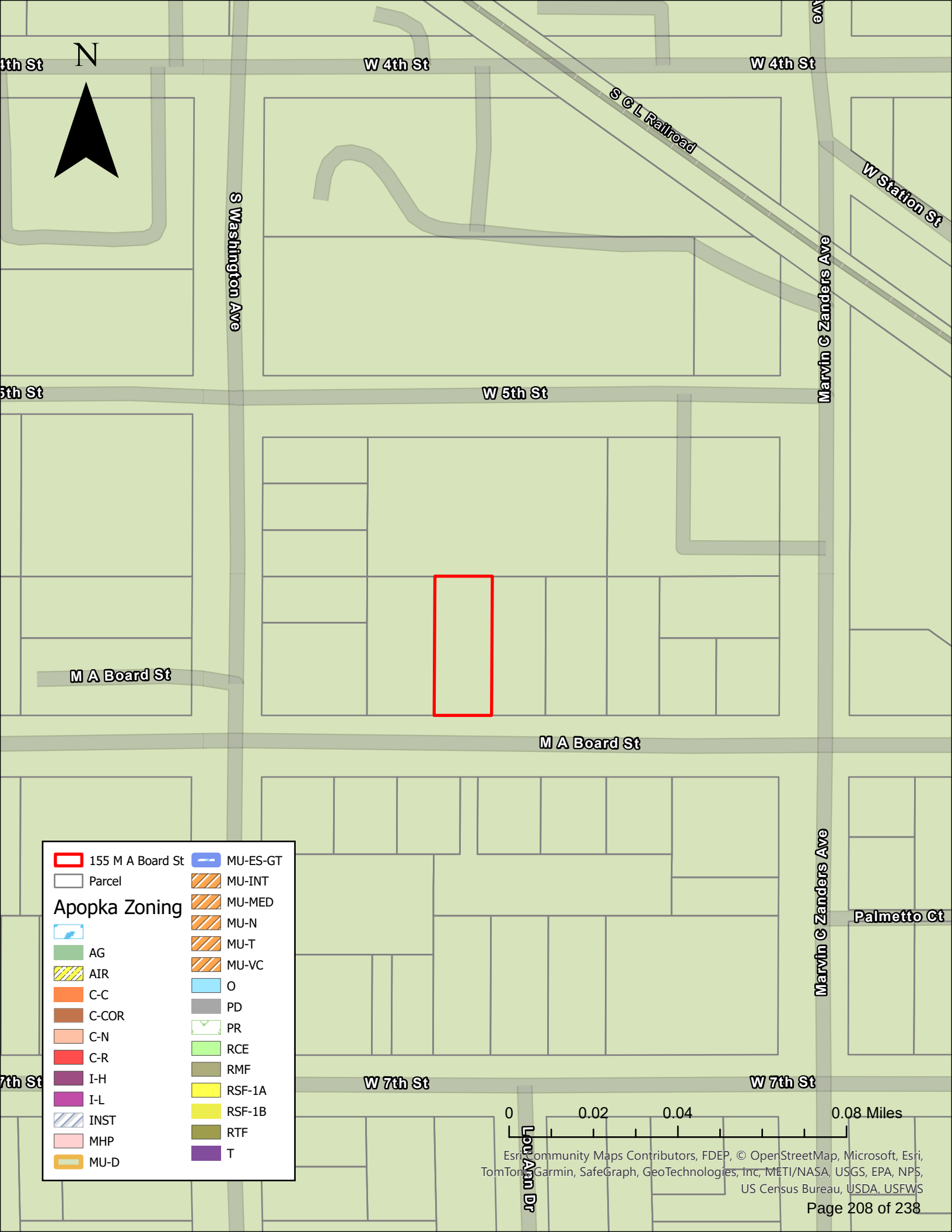
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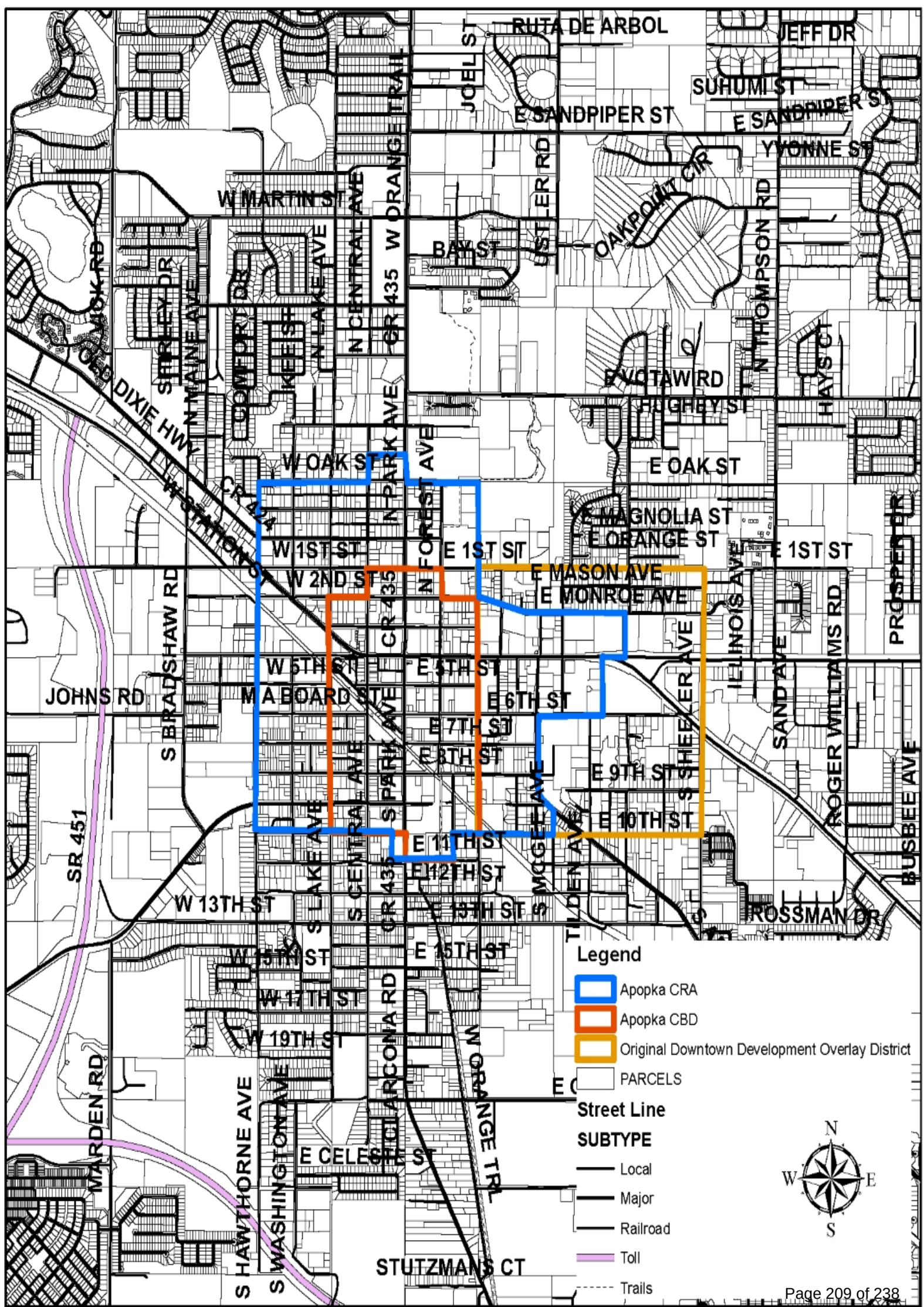
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Esri, Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS





CITY OF APOPKA

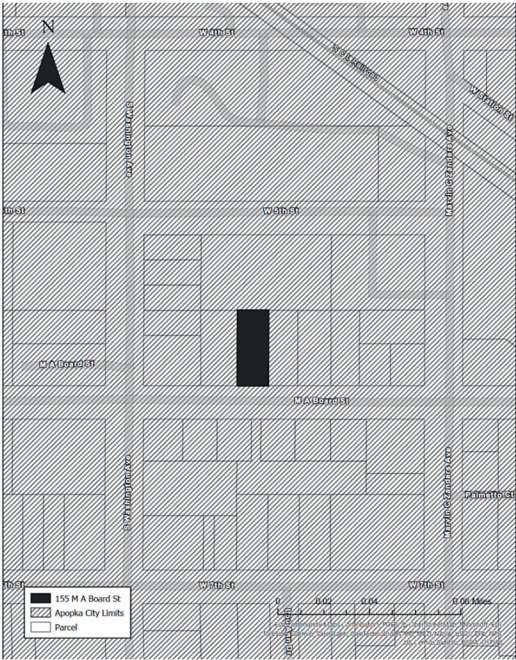
PUBLIC HEARING NOTICE

FUTURE LAND USE AMENDMENT

NOTICE is hereby given pursuant to Secs. 163.3184 and 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.4.7.B, that **MAGIC HOUSES LLC** has made application relating to the following described property.

ORDINANCE NO. 3121

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE FUTURE LAND USE FROM RESIDENTIAL MEDIUM TO MIXED-USE, FOR CERTAIN REAL PROPERTY LOCATED 155 M A BOARD STREET; OWNED BY MAGIC HOUSES LLC COMPRISING 0.27 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 09-21-28-0196-40-233
Contains: 0.27 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold a public hearing at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, September 9, 2025 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for **Ordinance Number 3121** will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, October 1, 2025 beginning at 1:30 P.M.**

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Fw: APK-25-013 155 MA Board St Townhomes

From Jun Sohn <JSohn@Apopka.net>

Date Tue 7/15/2025 08:37

To Amr Gawad <amrgawad60@gmail.com>

Cc Bobby Howell <BHowell@Apopka.net>; Jean Sanchez <JeSanchez@apopka.net>

 1 attachment (272 KB)

LOCAL GOVERNMENT FORM.pdf;

Hi Amr,

We have received notification from OCPS that your rezoning have been determined to be de minimis, and a refund will be issued.

For further details, please refer to the email thread below or contact OCPS directly.

Thank you,

Jun Sohn, Ph.D.

Planner II

City of Apopka

120 E Main Street

Apopka, FL 32703

From: Bobby Howell <BHowell@Apopka.net>

Sent: Tuesday, July 15, 2025 08:16

To: Jun Sohn <JSohn@Apopka.net>

Cc: Jean Sanchez <JeSanchez@apopka.net>

Subject: FW: APK-25-013 155 MA Board St Townhomes

Jun,

Please put this in the file and inform the applicant.

Bobby

From: Vitale, Stefani <Stefani.Vitale@ocps.net>

Sent: Monday, July 14, 2025 5:22 PM

To: Bobby Howell <BHowell@Apopka.net>

Cc: edy@magichousesfl.com; Mills, Christopher C. <Christopher.Mills@ocps.net>; Colon, Selimar <Selimar.Colon@ocps.net>

Subject: APK-25-013 155 MA Board St Townhomes

Good Afternoon,

We received an application for the attached project. This is a de-minimis development and we don't an analysis. A refund will be issued.

Thank you,

Stefani Vitale

Senior Specialist, Real Estate Management and Land Planning

[Orange County Public Schools](#)

Tel: 407-317-3700 ext. 2023974

planning.ocps.net

***District Office Summer Hours** from June 5 – July 30 will be Monday – Thursday 7:00 AM – 5:30 PM
CLOSED on Fridays

The information contained in this e-mail message is intended solely for the recipient(s) and may contain privileged information. Tampering with or altering the contents of this message is prohibited. This information is the same as any written document and may be subject to all rules governing public information according to Florida Statutes. Any message that falls under Chapter 119 shall not be altered in a manner that misrepresents the activities of Orange County Public Schools. [References: Florida State Constitution I.24, Florida State Statutes Chapter 119, and OCPS Management Directive A-9.] If you have received this message in error, or are not the named recipient notify the sender and delete this message from your computer.

FLU AMENDMENT / REZONING APPLICATION

***155 M A BOARD ST
APOPKA, FL 32703***

COMMUNITY MEETING

This statement is in response to the online application requirement for a community meeting.

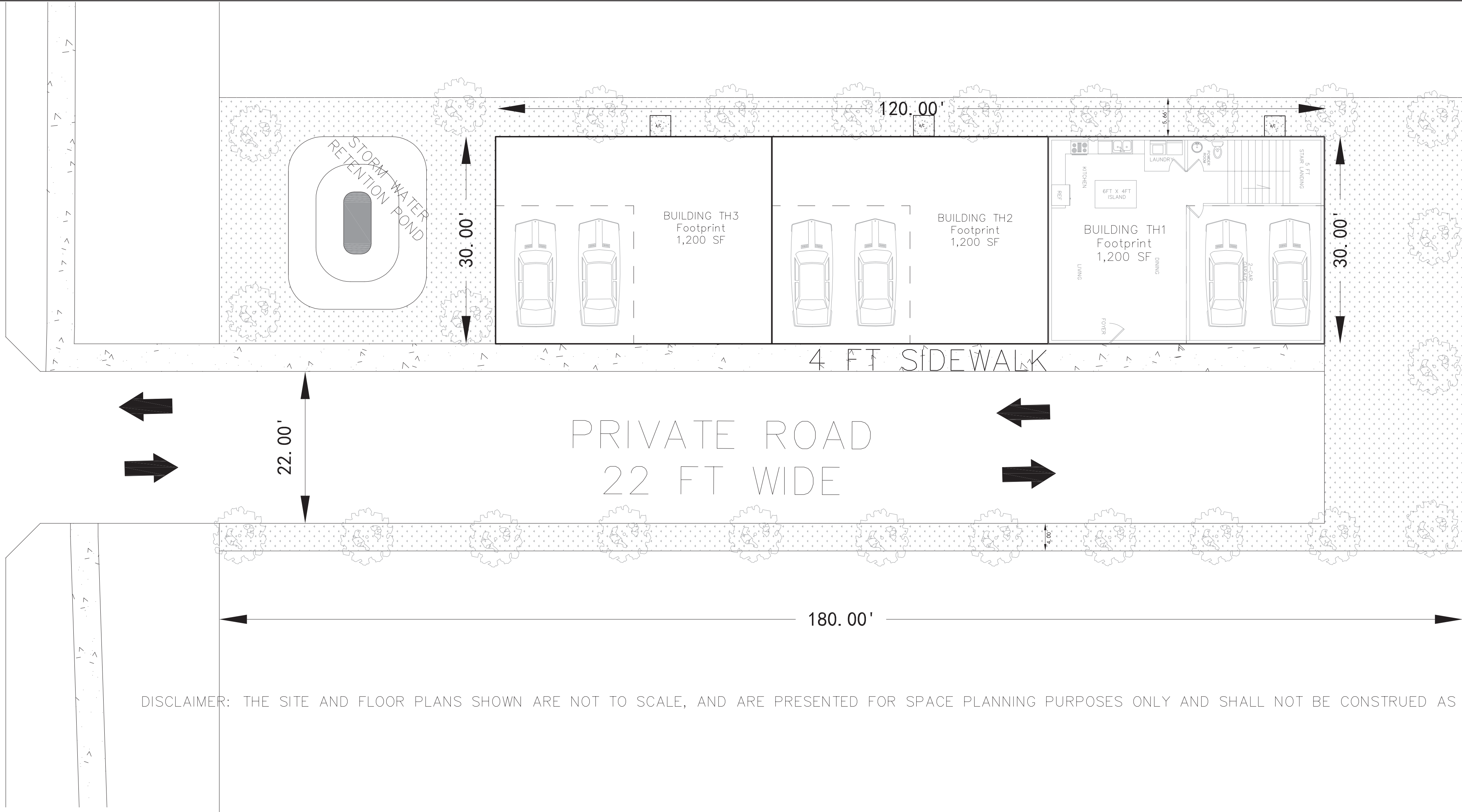
On Monday April 21, 2025, a community meeting was held at **59 W 10th Street, Apopka, FL. 32703**, at **6 PM**. A notification letter of this meeting was sent via US post services to 34 addresses within the required radius of the subject property. In addition, a poster was placed on the grounds of the property with same announcement. The letter notification and the on-ground poster were issued 14-days prior to the meeting date, which was on Monday April 7, 2025.

Please see attached copies of the following documents pertaining to this announcement:

1. Neighborhood list of addresses
2. Copy of the notification letter
3. Photo of the poster placed on property grounds

The community meeting was hosted by Magic Houses, LLC (Developer) and was attended by one person from the neighborhood. This neighbor confirmed that she had received the notification letter in the mail and she has seen the poster on the grounds. She has welcomed the proposed townhome project on this property, and was highly impressed by the quality of the housing products by this Developer. No objections were made, and the meeting was concluded in a positive manner.

M.A. BOARD ST



DISCLAIMER: THE SITE AND FLOOR PLANS SHOWN ARE NOT TO SCALE, AND ARE PRESENTED FOR SPACE PLANNING PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS DESIGN PLANS

DEVELOPMENT DATA
PROPOSED DEVELOPMENT:
CONSTRUCT 3 TOWNHOMES BUILDING.

ZONING
CURRENT ZONING: MU-D MIXED USE DOWNTOWN DISTRICT
FUTURE LAND USE: VARIOUS USES INCLUDING HIGH DENSITY RESIDENTIAL

DENSITY
CURRENT: 10 UNITS PER ACRE
PROPOSED: 15 UNITS PER ACRE
TOTAL AREA = 0.27 AC
TOTAL ALLOWED UNITS = 0.27 X 15 = 4 UNITS

TOTAL PROPOSED TOWNHOME UNITS = **3 UNITS**

MINIMUM BUILDING BUILD-TO-LINE / SETBACKS:
FRONT (EAST) = 0 FT
REAR (WEST) = 5 TO 20 FT
SIDE (NORTH /SOUTH) = 20 TO 25 FT

MAXIMUM BUILDING HEIGHT = 75 FT

LANDSCAPE BUFFERS:
FRONT (WEST) = 4 FT
REAR (EAST) = 4 FT
SIDE (NORTH /SOUTH) = 4 FT

PARKING REQUIREMENTS:

1.5 SPACES FOR EACH TOWNHOME
TOTAL REQUIRED PARKING = 1.5 X 3 = 4.5
TOTAL PROVIDED PARKING = 6 (2 SPACES PER UNIT)

UTILITIES:
DRINKING WATER:
CONNECT TO EXISTING 6 INCH WATER MAIN LOCATED AT SOUTH R/W OF M.A. BOARD ST, PER CITY OF APOPKA UTILITY AVAILABILITY LETTER/MAP.

SANITARY SEWER:
CONNECT TO EXISTING 6-INCH SANITARY SEWER LATERAL LOCATED AT SOUTHWEST CORNER OF PROPERTY, WITH APPROX. 125 LF OF 6-INCH GRAVITY MAIN TO CONNECT TO AVAILABLE SEWER LATERAL, PER CITY OF APOPKA UTILITY AVAILABILITY LETTER/MAP.

OPEN SPACE DATA:
REQUIRED OPEN SPACE = 10%

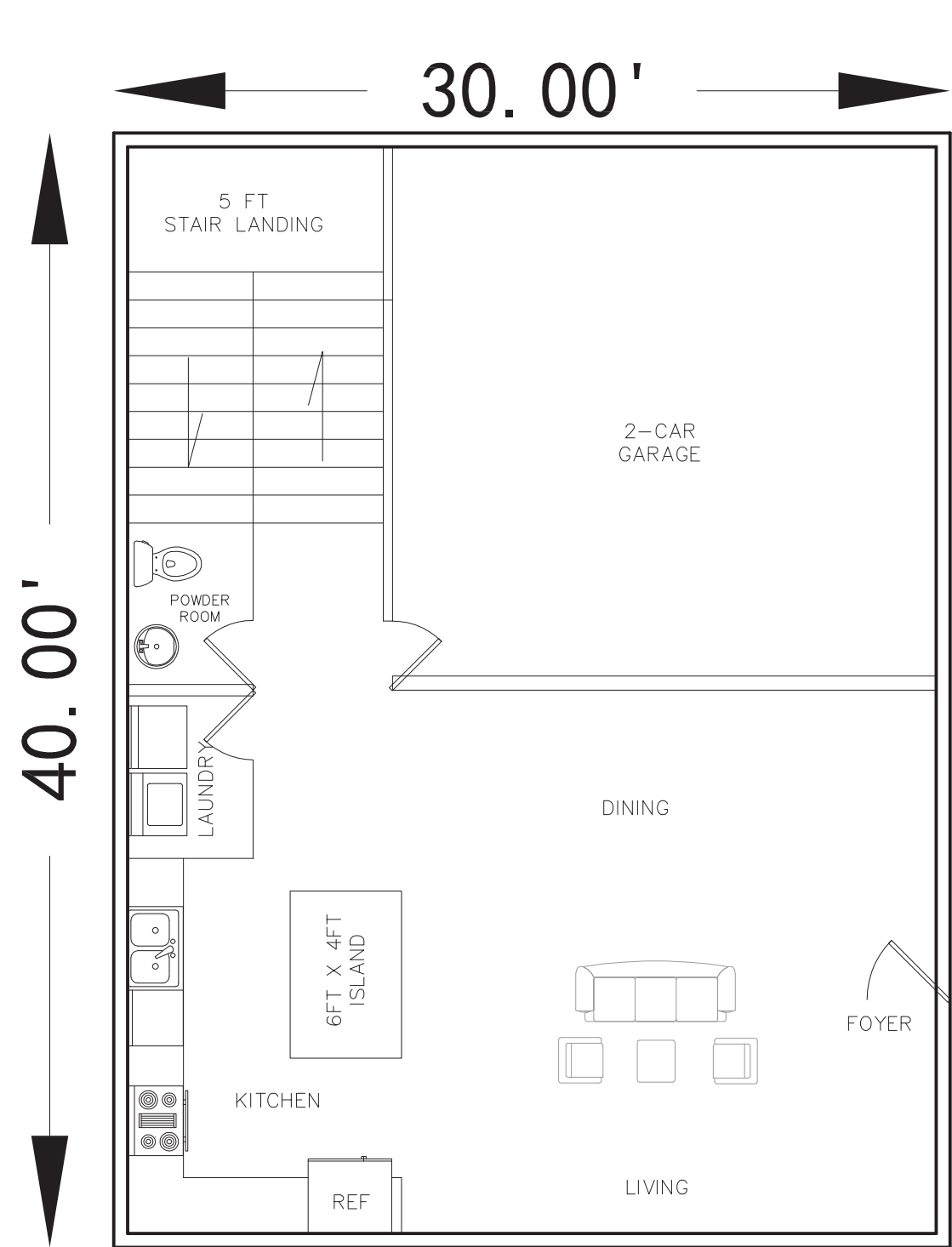
TOTAL LOT AREA = 11,775 SF (0.27 AC)
TOTAL BUILDINGS FOOTPRINT = 3,600 SF
INTERNAL ROADS/DRIVEWAY AREAS = 3,520 SF
SIDEWALKS = 640 SF
OPEN SPACE AREA = 4,015 SF

OPEN SPACE TO TOTAL LOT RATIO = 34%

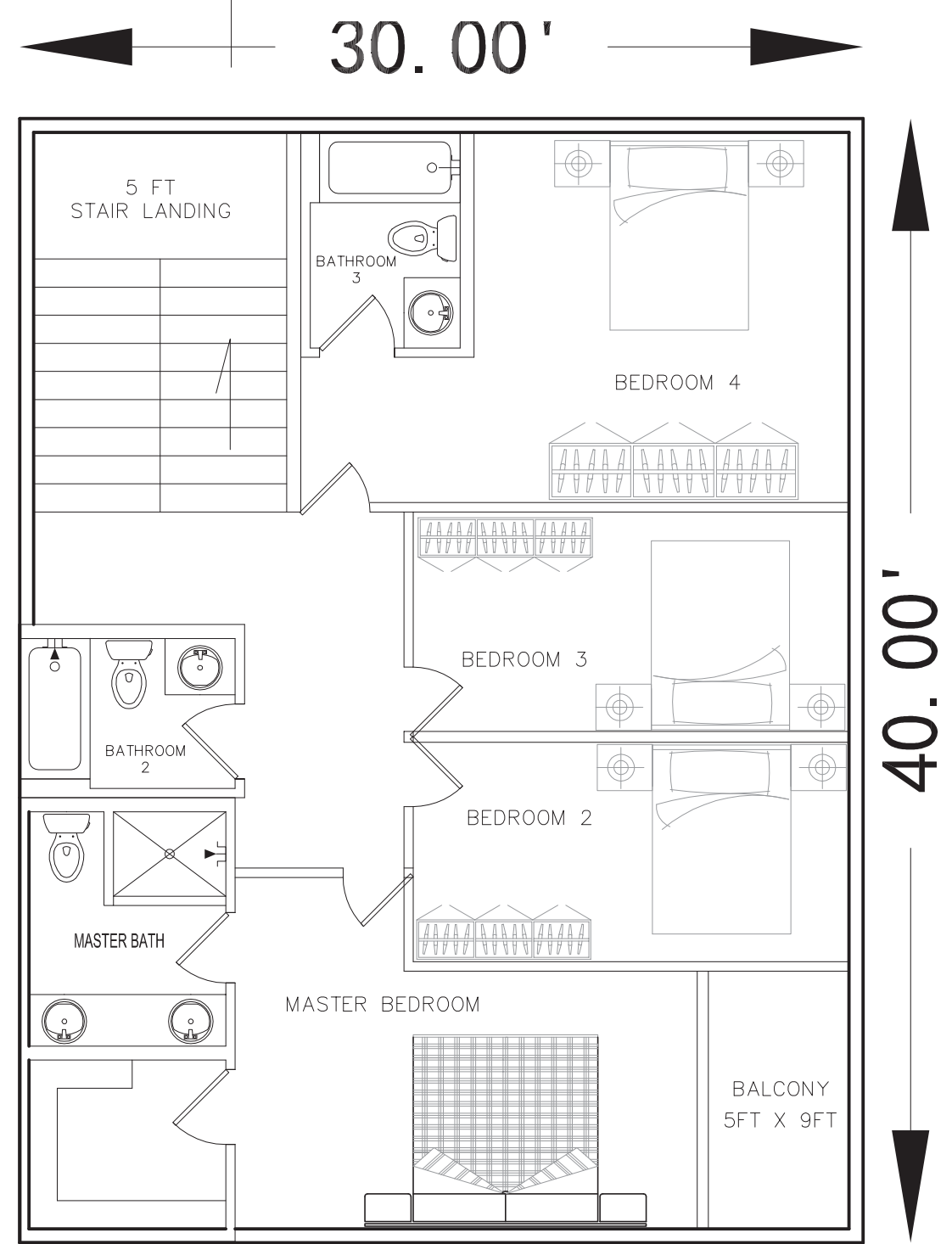
TOTAL IMPERVIOUS AREA = 7,760 SF = 66%
TOTAL PERVIOUS AREA = 4,015 SF = 34%

STORMWATER MANAGEMENT:
PROPERTY IS WITHIN ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
NO WETLAND PRESENT
WATER QUALITY REQUIREMENTS: MEAN ANNUAL, 25 YR AND 100 YR EVENTS
WATER QUALITY REQUIREMENTS: PHOSPHORUS AND NITROGEN REDUCTION
MINIMUM FINISHED FLOOR ELEVATIONS: 1 FT ABOVE 100 YR DESIGN EVENT

A DRY OR WET STORMWATER RETENTION SYSTEM IS PROPOSED AT SOUTHWEST CORNER OF THE PARCEL, WHICH SHALL BE SUFFICIENT TO HANDLE **POST DEVELOPMENT RUNOFFS AND REQUIRED TREATMENT VOLUMES.**



TYPICAL TOWNHOME
1st FLOOR PLAN



TYPICAL TOWNHOME
2nd FLOOR PLAN

TRUE ENGINEERING & CONSULTING, CORP
3957 BLACKTAIL CT, KISSIMMEE, FL 34746
PH.: 407.920.6250
Email: amrgawad60@gmail.com
CERTIFICATE OF AUTHORIZATION No. 8918

ENGINEER OF RECORD

Amr T. Gawad, PE
407.920.6250
amrgawad60@gmail.com

FL. LIC. # PE 49416

PROJECT NAME:
MA BOARD ST TOWNHOMES

155 M A BOARD ST
APOPKA, FL 32703
CITY OF APOPKA
PARCEL ID: 09-21-28-0196-40-233

No. DATE: REVISION / SUBMISSIONS

SHEET NAME:
Conceptual Development Plan - A

AGREEMENT: THIS TRUE ENGINEERING & CONSULTING, CORP. DESIGNER HEREBY EXPRESSLY RESERVES ALL COPYRIGHT AND OTHER RIGHTS IN THE DESIGN, DEVELOPMENT, PLANS AND DRAWINGS HEREIN AND/OR SUCH DESIGN, DEVELOPMENT, PLANS AND DRAWINGS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, COPIED, OR USED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF TRUE ENGINEERING & CONSULTING, CORP. ANY REUSE OR MODIFICATION OF THESE PLANS AND DRAWINGS WITHOUT THE WRITTEN PERMISSION OF TRUE ENGINEERING & CONSULTING, CORP. MAY BE SUBJECT TO LEGAL ACTION.

ARCHITECTURE	DATE:	January 15, 2025	SCALE:	1" = 10'
CIVIL	ATG	PROJECT No:	25-004.00	
INTERIOR	-	SHEET No:		
LANDSCAPING	-			
DRAWN BY:				
CHECKED BY:	ATG			
APPROVED BY:	ATG			

C-001



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 4.

Meeting Date: October 1, 2025

Department: Finance Department

SUBJECT:

Ordinance No. 3127 - First Reading - Meter Tampering Fines

ACTION ITEM INFORMATION:

REQUEST:

Accept First Reading of Ordinance No. 3127 Amending Chapter 78, Utilities, of the City's Code of Ordinances to Establish Fines for Meter Tampering

SUMMARY:

The City Council desires to establish fines for unauthorized tampering of the City's Utility Systems Meter Equipment to create a deterrent and recover the cost incurred to repair the meter. The following are the fines for the violation:

- 1) **First Offense** — A fine of two hundred and fifty dollars (\$250)
- 2) **Second Offense** — A fine of five hundred dollars (\$500)
- 3) **Third Offense** — Cut off of Services

Attached is Ordinance No. 3127, Amending Chapter 78, Utilities, of the City's Code of Ordinances to Establish Fines for Meter Tampering.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Acceptance of the First Reading of Ordinance No. 3127 Amending Chapter 78, Utilities, of the City's Code of Ordinances to Establish Fines for Meter Tampering

ATTACHMENTS:

1. Apopka - Ord. 3127- Utility Fines for Meter Tampering
2. Ordinance No. 3127 Amending Chapter 78

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ORDINANCE NO. 3127

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 78, "UTILITIES," OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING THE ESTABLISHMENT OF FINES FOR THE UNAUTHORIZED TAMPERING OF UTILITY SYSTEMS, INCLUDING METERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Fla. Const. art. VIII, § 2(b), and Fla. Stat. § 166.021, the City has the authority to exercise any power for municipal purposes, except as otherwise provided by law, including the authority to adopt regulations for the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City owns and operates public utility systems that provide essential services, including, but not limited to, water, wastewater, and reclaimed water service to residents, businesses, and other customers; and

WHEREAS, the unauthorized tampering, bypassing, or otherwise interference with any component of the City's utility systems, including meters, can endanger public safety, cause property damage, and result in financial loss to the City and its customers; and

WHEREAS, the City Council finds it necessary and in the best interest of the public to implement tampering fines to deter unauthorized interference and safeguard the City's utility infrastructure.

NOW, THEREFORE, be it ordained by the City Council of the City of Apopka, Florida, as follows:

*[Words with ~~strike-through~~ indicate deletions; words with underscore indicate additions; asterisks (****) indicate an omission from the existing text which is intended to remain unchanged.]*

SECTION I: The foregoing recitals are hereby adopted as the legislative findings of the City Council of the City of Apopka, Florida.

SECTION II: Chapter 78, *Utilities*, of the Code of Ordinances of the City of Apopka is hereby amended as follows:

ARTICLE IV. - BILLING AND COLLECTION PROCEDURES

Sec. 78-182. - Termination of service generally; late payment charge; illegal use of water; tampering; maintenance of customers facilities.

* * * *

(e) *Tampering.* No person, unless expressly authorized by the public services director or his designee, shall tamper with, work on, or in any way alter or damage any city potable or reclaimed water facility, including meters. No unauthorized person shall open or close valves, cut into, or make any connection to the system. The offending person shall be liable for the actual cost plus ten percent of all charges attributable to the correction of such tampering, as outlined in F.S. § 180.13, including legal expenses, and a tampering fine established by resolution of the City Council. The offender may also be subject to code enforcement proceedings consistent with this Code and with F.S. ch. 162. Payment for, or the correcting of, damages shall in no way relieve the offending person from civil or criminal penalties a court or other judicial or quasi-judicial body may impose for damage to public property or violation of a city ordinance. The remedies provided herein shall be in addition and supplemental to any other available remedies provided by city code or the laws of the State of Florida.

* * * *

SECTION III: The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Apopka as additions or amendments thereto.

SECTION IV: Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION V: All ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict.

SECTION VI: This Ordinance shall take effect immediately upon its passage and adoption.

PASSED UPON the first reading of the City Council, this _____ day of _____ 2025.

PASSED UPON the second and final reading of the City Council, this _____ day of _____ 2025.

Bryan Nelson, Mayor

ATTEST:

Susan M. Bone, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: _____, 2025.

_____, 2025.

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ORDINANCE NO. 3127

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 78, "UTILITIES," OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING THE ESTABLISHMENT OF FINES FOR THE UNAUTHORIZED TAMPERING OF UTILITY SYSTEMS, INCLUDING METERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Fla. Const. art. VIII, § 2(b), and Fla. Stat. § 166.021, the City has the authority to exercise any power for municipal purposes, except as otherwise provided by law, including the authority to adopt regulations for the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City owns and operates public utility systems that provide essential services, including, but not limited to, water, wastewater, and reclaimed water service to residents, businesses, and other customers; and

WHEREAS, the unauthorized tampering, bypassing, or otherwise interference with any component of the City's utility systems, including meters, can endanger public safety, cause property damage, and result in financial loss to the City and its customers; and

WHEREAS, the City Council finds it necessary and in the best interest of the public to implement tampering fines to deter unauthorized interference and safeguard the City's utility infrastructure.

NOW, THEREFORE, be it ordained by the City Council of the City of Apopka, Florida, as follows:

*[Words with ~~strike-through~~ indicate deletions; words with underscore indicate additions; asterisks (* * *) indicate an omission from the existing text which is intended to remain unchanged.]*

SECTION I: The foregoing recitals are hereby adopted as the legislative findings of the City Council of the City of Apopka, Florida.

SECTION II: Chapter 78, *Utilities*, of the Code of Ordinances of the City of Apopka is hereby amended as follows:

ARTICLE IV. - BILLING AND COLLECTION PROCEDURES

Sec. 78-182. - Termination of service generally; late payment charge; illegal use of water; tampering; maintenance of customers facilities.

* * * *

(e) *Tampering.* No person, unless expressly authorized by the public services director or his designee, shall tamper with, work on, or in any way alter or damage any city potable or reclaimed water facility, including meters. No unauthorized person shall open or close valves, cut into, or make any connection to the system. The offending person shall be liable for the actual cost plus ten percent of all charges attributable to the correction of such tampering, as outlined in F.S. § 180.13, including legal expenses, and a tampering fine established by resolution of the City Council. The offender may also be subject to code enforcement proceedings consistent with this Code and with F.S. ch. 162. Payment for, or the correcting of, damages shall in no way relieve the offending person from civil or criminal penalties a court or other judicial or quasi-judicial body may impose for damage to public property or violation of a city ordinance. The remedies provided herein shall be in addition and supplemental to any other available remedies provided by city code or the laws of the State of Florida.

* * * *

SECTION III: The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Apopka as additions or amendments thereto.

SECTION VI: Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION V: All ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict.

SECTION VI: This Ordinance shall take effect immediately upon its passage and adoption.

PASSED UPON the first reading of the City Council, this _____ day of _____ 2025.

PASSED UPON the second and final reading of the City Council, this _____ day of _____ 2025.

Bryan Nelson, Mayor

ATTEST:

Susan M. Bone, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: _____, 2025.

_____, 2025.



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 5.

Meeting Date: October 1, 2025

Department: Community Development

SUBJECT:

Resolution Number 2025-42 Establishing penalties for construction activity constructed outside posted construction hours.

ACTION ITEM INFORMATION:

REQUEST:

Adopt Resolution Number 2025-42 - Establishing penalties for construction activity constructed outside posted construction hours.

SUMMARY:

The City Council desires to establish escalating penalties to ensure compliance with posted construction hours, including monetary fines and the issuance of a stop work order for repeat violations.

FINES FOR VIOLATION — Any contractor, subcontractor, property owner, or other responsible party who engages in or permits construction activity outside the posted construction hours shall be subject to the following fines:

1. **First Offense:** A fine of **One Thousand Dollars (\$1,000.00)**.
2. **Second Offense:** A fine of **Five Thousand Dollars (\$5,000.00)**.
3. **Third and Subsequent Offenses:** The issuance of a **Stop Work Order**, effective for **seven (7) consecutive calendar days**, during which all construction activity on the subject site must cease.

Attached is Resolution 2025-42 with the proposed fines submitted for adoption by the City Council.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Adopt Resolution Number 2025-42 - Establishing penalties for construction activity constructed outside posted construction hours.

ATTACHMENTS:

1. Resolution Number 2025-42 - Construction Fines new

RESOLUTION NO. 2025-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, ESTABLISHING PENALTIES FOR CONSTRUCTION ACTIVITY CONDUCTED OUTSIDE OF POSTED CONSTRUCTION HOURS; PROVIDING FOR FINES AND A STOP WORK ORDER FOR REPEAT OFFENSES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Apopka (“City”) seeks to protect the health, safety, and welfare of its residents by establishing reasonable limits on the hours during which construction activity may occur within city limits; and

WHEREAS, unauthorized construction activity outside of the posted and permitted hours of operation, Monday-Friday 7am-7pm, Saturday 8am-5pm, Sunday (No Work) creates unnecessary noise, safety hazards, and disturbances to surrounding neighborhoods and businesses; and

WHEREAS, the City Council desires to establish escalating penalties to ensure compliance with posted construction hours, including monetary fines and the issuance of a stop work order for repeat violations;

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

SECTION 1: FINES FOR VIOLATION. That Any contractor, subcontractor, property owner, or other responsible party who engages in or permits construction activity outside of the posted construction hours shall be subject to the following fines:

1. **First Offense:** A fine of **One Thousand Dollars (\$1,000.00)**.
2. **Second Offense:** A fine of **Five Thousand Dollars (\$5,000.00)**.
3. **Third and Subsequent Offenses:** The issuance of a **Stop Work Order**, effective for **seven (7) consecutive calendar days**, during which all construction activity on the subject site must cease.

SECTION 2: ENFORCEMENT. The City’s Building Department, or other designated enforcement authority shall have the authority to issue citations and assess fines as provided in this Resolution.

Upon determination of a third or subsequent violation, a stop work order shall be issued by the Building Official and shall remain in effect for seven (7) consecutive calendar days, unless lifted earlier by order of the Building Official or the City Administrator.

SECTION 3: SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 4: CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 5: EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED THIS ____ DAY OF _____, 2025

CITY OF APOPKA, FLORIDA

BRYAN NELSON, MAYOR

ATTEST:

SUSAN BONE, CITY CLERK



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 6.

Meeting Date: October 1, 2025

Department: Legal Department

SUBJECT:

Resolution No. 2025-43 - Determining the Necessity and Public Purpose of a Certain Real Property (Greenbrier Property) Within the City for Right-of-Way and Infrastructure Improvements and Other Necessary Lawful Purposes

ACTION ITEM INFORMATION:

REQUEST:

To Authorize the City Administrator to execute all documents and take all other administrative action necessary to effectuate the intent of the resolution. Authorize the City Attorney to initiate Eminent Domain Proceedings, negotiate pre-suit settlements, file pleadings, and pursue, to settlement, final judgement in the eminent domain proceedings to acquire title to the property described in the resolution and to take any other action necessary, including hiring experts for the City, and any other actions associated with or arising out of such eminent domain proceedings in the event that the closing described in the purchase and sale agreement, attached as Composite Exhibit "B," does not occur for any reason.

SUMMARY:

This is a Resolution authorizing the City Administrator to direct the City Attorney to initiate Eminent Domain Proceedings in order to obtain the necessary property required for City right-of-way and roadway infrastructure improvements for the Kelly Park Road widening project. The owners of the property have agreed to enter into a purchase and sale agreement with the City of Apopka, Florida, under the terms and conditions set forth in Composite Exhibit "B," of the attached resolution.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Recommend approval of Resolution No. 2025-43 and direct the City Administrator to take all necessary actions to carry out the aim of this resolution and authorize the City Attorney to initiate Eminent Domain Proceedings in the event that the closing described in the purchase and sale agreement, attached as Composite Exhibit "B," does not occur for any reason.

ATTACHMENTS:

1. Greenbrier Property Resolution (9-26-25)

RESOLUTION NO. 2025-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, DETERMINING THE NECESSITY AND PUBLIC PURPOSE OF A CERTAIN PROPERTY WITHIN THE CITY FOR RIGHT-OF-WAY AND INFRASTRUCTURE IMPROVEMENTS AND OTHER NECESSARY LAWFUL PURPOSES, AND AUTHORIZING THE ACQUISITION OF THAT CERTAIN PROPERTY IN APOPKA, FLORIDA BY EMINENT DOMAIN OR THROUGH NEGOTIATION; DIRECTING AND AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY ACTIONS TO CARRY OUT THE AIM OF THIS RESOLUTION; AUTHORIZING THE CITY ATTORNEY TO INITIATE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE THE NECESSARY PROPERTY; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to its Home Rule Powers and powers set forth in Chapters 73 and 74, *Florida Statutes*, and Sections 166.401 and 166.411, *Florida Statutes*, the City of Apopka, Florida has the authority to acquire, by eminent domain, the property described in **Exhibit “A”** attached hereto and incorporated herein by reference, for the public purpose of the expansion, construction, operation, and maintenance of public streets and roads; and

WHEREAS, the City Council of the City of Apopka finds a public need and necessity to acquire fee simple interest in the property described in **Exhibit “A”** to serve the City’s right-of-way and infrastructure improvement needs; and

WHEREAS, the City Council of the City of Apopka finds a public need and necessity exists to acquire a right-of-way and easements under the terms and conditions set forth in **Composite Exhibit “B”** for the property described in **Exhibit “A”** for the expansion, construction, operation, and maintenance of public streets and roads as part of the City’s Kelly Park Road Project (the “Project”); and

WHEREAS, the City Council of the City of Apopka has caused the property described in **Exhibit “A”** to be surveyed and has located its line or area of construction and intends in good faith to construct the project on or over the described properties in accordance with Section 73.021(6), *Florida Statutes*; and

WHEREAS, the owners of the property have agreed to enter into a purchase and sale agreement with the City of Apopka, Florida, under the terms and conditions set forth in **Composite Exhibit “B”**; and

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the acquisition of interests in the property more particularly described in **Exhibit “A,”** either through initiating eminent domain proceedings or negotiation, advance a public purpose and promote and protect the health, safety, and welfare of the citizens and residents of the City.

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

SECTION 1. LEGISLATIVE FINDINGS. The foregoing recitals are hereby adopted as the legislative findings of the City Council of the City of Apopka, Florida.

SECTION 2. PUBLIC PURPOSE AND NECESSITY. The City Council finds that the acquisition of the property as described in **Exhibit “A,”** either through initiating eminent domain proceedings or negotiation, is necessary for the public purpose of serving the City’s right-of-way and infrastructure improvement needs.

SECTION 3. DIRECTIONS TO CITY ADMINISTRATOR. The City Administrator of the City of Apopka is hereby authorized and directed to execute all documents and take all other administrative action necessary to effectuate the intent of this resolution.

SECTION 4. AUTHORIZATION OF THE CITY ATTORNEY. The City Council hereby authorizes its City Attorney to initiate the eminent domain process in the event that the closing described in the purchase and sale agreement, attached hereto as **Composite Exhibit “B,”** does not occur for any reason, negotiate pre-suit settlements, file pleadings, and pursue, to settlement, final judgment in the eminent domain proceedings to acquire title to the property described herein, and to take any other action necessary, including hiring experts for the City, and any other actions associated with or arising out of such eminent domain proceedings.

SECTION 5. SEVERABILITY. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

SECTION 6. CONFLICTS. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DONE AND RESOLVED in regular session of the City Council of Apopka this ____ day of October, 2025.

ATTEST:

**CITY COUNCIL OF THE CITY OF
APOPKA, FLORIDA**

SUSAN BONE, CITY CLERK

BRYAN NELSON, MAYOR

EXHIBIT “A”

10/11/2017
 2017-27-0000-00-014
 2017-27-0000-00-015

2017-27-0000-00-014
 2017-27-0000-00-015
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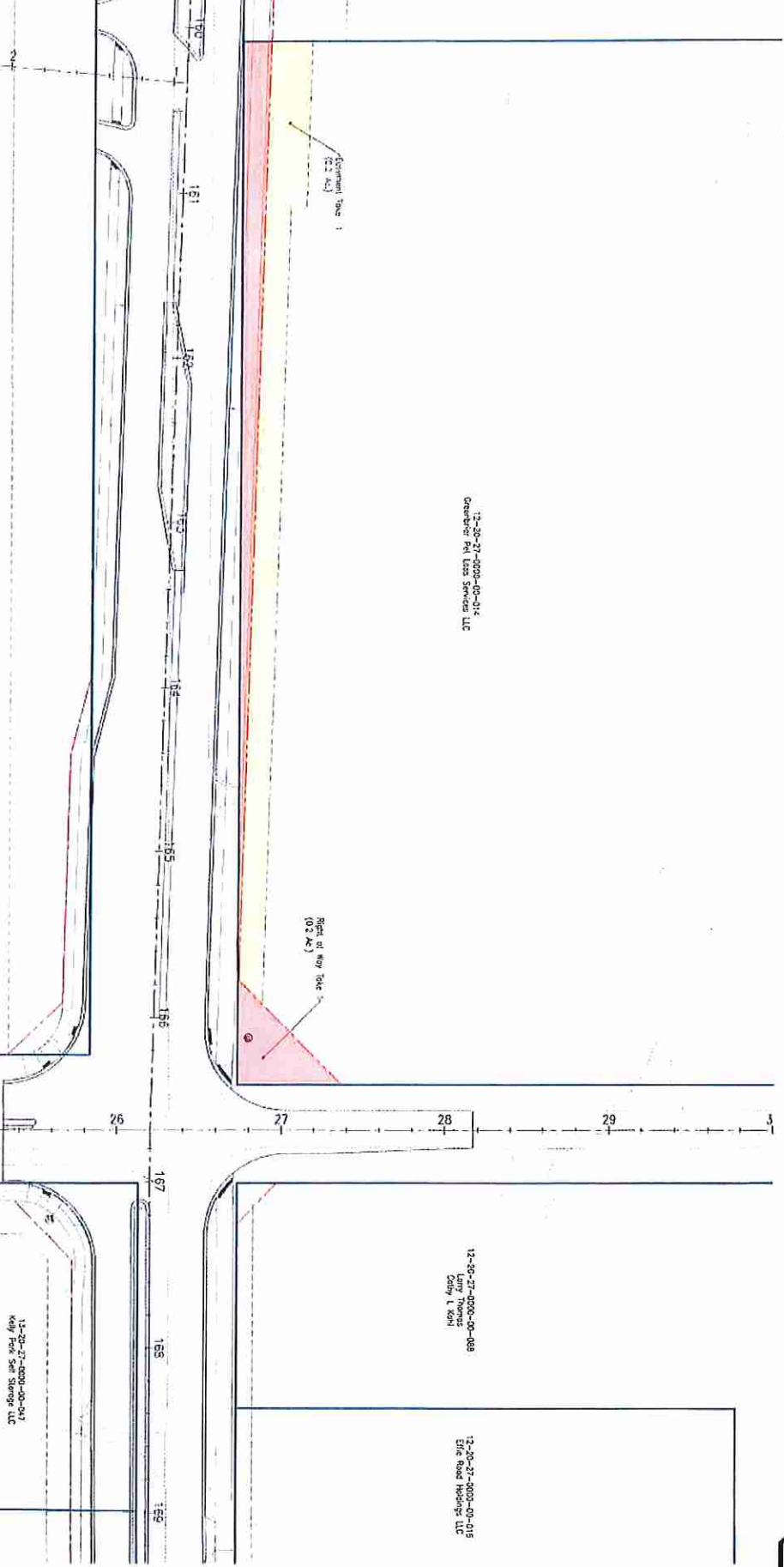
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 2017-27-0000-00-015
 2017-27-0000-00-016

2017-27-0000-00-014
 2017-27-0000-00-015
 2017-27-0000-00-016

Kelly Park Road

SYMBOL	DESCRIPTION
---	PROPOSED RIGHT-OF-WAY LINE
---	PROPOSED EASEMENT LINE
---	PARCEL LINE

13-20-27-0000-01-000
 Kelly Park via Development LLC



COMPOSITE EXHIBIT “B”

**CONTRACT FOR THE SALE AND PURCHASE BY AND BETWEEN THE CITY OF
APOPKA, FLORIDA, AND GATEWAY SERVICES USA, LLC, AS THE PARENT
ENTITY OF GREENBRIAR PET SERVICES LOSS, LLC**

CONTRACT FOR SALE AND PURCHASE OF LAND

This Contract for Sale and Purchase of Land (the "**Contract**") is made and entered into by and between **Gateway Services USA, LLC**, a Florida limited liability company, as the parent entity of Seller, **Greenbrier Pet Loss Services, LLC**, a Florida limited liability company (as "**Seller**") and the **City of Apopka, Florida**, a Florida municipal corporation (as "**Buyer**") and shall be deemed to be in force and effect upon the date of last execution of this Contract by Seller and Buyer (the "**Effective Date**"). Seller and Buyer may be each referred to herein as a "**Party**" and together as the "**Parties**").

RECITALS

A. Seller is the owner of approximately .2 acres of land (referred to herein as the "**Property**"). The legal description of the Land shall be determined by the Survey of the Property (as described in Section 6 of this Contract). The boundaries of the Property are approximately shown and depicted upon **Exhibit "A"** which is attached to and made a part of this Contract.

B. Seller and Buyer mutually desire the Property to be improved only by the construction of an improved road to be owned and controlled by the City of Apopka, Florida (the "**City**") and permanently dedicated for public use (a "**Right-of-Way**"). The approximate location of the Right-of-Way is shown upon **Exhibit "A"** attached hereto.

C. Seller and Buyer intend to hereby agree upon terms upon, by and pursuant to which: 1) Buyer shall purchase the Property from Seller; and 2) Seller shall convey and transfer fee simple title to and ownership of the Property to the City for the creation of the Right-of-Way.

THEREFORE, based upon the Recitals stated above, the covenants stated below, and for other good consideration, the receipt and sufficient of which are acknowledged by the Parties, Seller agrees to sell to Buyer, and Buyer agrees to purchase from the Seller the Property upon and subject to all terms and provisions stated below.

1. **PURCHASE PRICE.** The price to be paid by Buyer to Seller for the Property (the "**Purchase Price**") shall be an amount to be calculated at a rate of \$150,000.00 per acre, multiplied by the percentage portion of one acre comprising the actual acreage of the Property, as determined by the Survey. A hypothetical example of the Purchase Price would be **Thirty Thousand and No/100's Dollars (\$30,000.00)** if the Property is determined by the Survey to consist of .2 acres of land. The Purchase Price shall be paid by Buyer, in full, at time of Closing (as defined in Section 5 of this Contract).

2. **DEPOSIT.** Within three (3) business days following the Effective Date, Buyer will deliver to and deposit with Shepard, Smith, Hand & Brackins, P.A., 2300 Maitland Center Parkway, Suite 100, Maitland, Florida 32751 (the "**Escrow Agent**") an earnest money deposit in the amount of \$5,000.00 (the "**Deposit**") to secure the performance of Buyer's obligations under this Contract. The Deposit shall be applied towards payment of the Purchase Price and delivered to Seller at time of Closing.

3. **RIGHTS OF ENTRY AND INSPECTION.**

(a) **Inspection.** Seller hereby grants to Buyer the right, license, permission and consent for Buyer and Buyer's agents or independent contractors to enter upon the Property for the purposes of performing tests, studies, assessments, and analyses as Buyer may desire during a period of 30 days following the Effective Date (the "**Inspection Period**") in order to determine, in Buyer's sole judgment, whether the Property is acceptable to Buyer. Buyer shall have the absolute right to terminate this Contract in its entirety by delivering to Seller written notice of termination at any time prior to 5:00 on the last day of the Inspection Period, in which event the Deposit shall be refunded to Buyer.

(b) **Indemnity.** Buyer shall indemnify and hold Seller harmless from and against any claims, liens, or damages that may be incurred by Seller because of any actions or omissions of Buyer, its employees, agents and independent contractors. Buyer agrees to refill holes dug and otherwise to repair any damage to the Property as a result of its activities to its previous condition. Buyer will permit no lien to attach to the Property as a result of Buyer's entry and activities on the Property, or by such entry or activities by Buyer's agents or independent contractors; in the event any such lien does attach to the Property, Buyer shall cause such lien to be removed pursuant to Florida law within thirty (30) days after the date of attachment of such lien.

(c) **Seller's Deliveries.** Within ten (10) business days after the Effective Date, Seller will make available to Buyer, for review and copying, all survey(s), survey inspection reports, environment inspection reports and any other document pertaining to the physical condition of the Property which are in the possession of Seller, if any.

4. **TITLE INSURANCE.** On or before fifteen (15) days following the Effective Date, Buyer shall procure a commitment (the "**Commitment**") for issuance of a policy of owner's title insurance coverage (the "**Policy**") from Old Republic National Title Insurance Company through Gibraltar Title, Inc. (referred to herein as the "**Title and Closing Agent**"). The cost for the Commitment and the Policy shall be paid by Buyer at time of closing of this Contract. The Policy shall be in the amount of the full Purchase Price, without exception for any matters other than (i) real property taxes and assessments for the year in which closing shall occur and subsequent years, to the extent such taxes and assessments are not yet due and payable; and (ii) such other matters approved by Buyer (collectively, the "**Permitted Exceptions**").

Buyer shall have ten (10) days from receipt of the Commitment and legible copies of all recorded documents referenced therein (the "**Title Review Period**") in which to review the Commitment and notify Seller of any title matters which are not acceptable to Buyer (each being referred to herein as a "**Defect**" and collectively as "**Defects**")

In the event Buyer timely notifies Seller of Defects, Seller shall have ten (10) days after receipt of Buyer's notice of the Defects (the "**Title Cure Period**") within which to use reasonable efforts to remedy such Defects, provided however that Seller shall have no obligation to remedy such Defects. If Seller is unable or unwilling to remedy any such matter

to Buyer's reasonable satisfaction within the Title Cure Period, Seller shall notify Buyer in writing ("**Seller's Title Notice**") of any Defect that Seller is unable or unwilling to cure; and, following receipt of such notice from Seller, Buyer shall have the option either to (i) waive the Defect in writing and proceed with this transaction; or (ii) by delivery of written notice three (3) business days after receipt of Seller's Title Notice, terminate this Contract in writing, whereupon Escrow Agent shall return the Deposit to Buyer and the parties shall be relieved of all further liability under this Contract.

5. **CLOSING.** The sale and purchase of the Property under this Contract shall occur on or before the end of 90 days following the Effective Date. (the "**Closing**"). The Closing shall be conducted at the office of Gibraltar Title, Inc. (referred to herein as the "**Title and Closing Agent**"), or by utilization of "mail-away" procedures pursuant to which executed documents and funds shall be delivered to the office of Title and Closing Agent. The following shall occur at Closing:

(a) Buyer shall pay the Purchase Price for the Property.

(b) Seller and Buyer shall execute and deliver, for recordation in the public records of Orange County, Florida, an agreement by which the Parties shall grant the easements described below ("**Easement Agreement**"). The Easement Agreement will be prepared by Buyer and shall be subject to review and approval by Seller prior to Closing, which approval shall not be unreasonably withheld.

(i). **Grant of Easement to Seller.** Buyer shall grant to Seller a temporary non-exclusive easement ("**Temporary Access Easement**") upon and across the Property to provide temporary access between land(s) owned by Buyer located adjacent to the Property and public right-of-way. The Temporary Access Easement shall automatically terminate upon the dedication of the Right-of-Way for public use.

(ii) **Grant of Easement to Buyer.** Seller shall grant to Buyer, or Buyer's assignee, a temporary non-exclusive easement ("**Grading Easement**") upon that portion of Seller's land located within fifteen (15) feet of the boundary of the Property, as approximately depicted upon Exhibit "A" attached hereto (the "**Easement Area**") for the specific and limited purpose of performing or causing to be performed land grading within the Easement Area needed for the construction of the Right-of-Way. Buyer shall have the right to assign the Grading Easement to the City in conjunction with the conveyance of the Right-of-Way to the City. Before any entry onto the Easement Area by Buyer, its agents, contractors or subcontractors, Buyer shall provide Seller with a certificate of insurance naming Seller as an additional insured and with an insurer and insurance limits and coverage reasonably satisfactory to Seller. In addition, Buyer, its agents, contractors, or subcontractors shall maintain, and shall have provided evidence reasonably satisfactory to Seller of Workers Compensation Insurance (including a Waiver of Subrogation endorsement in favor of Seller) with coverage amounts required by the applicable statutes of either the state where (a) such entry occurs, or (b) employees of the Buyer, its agents, contractors, or subcontractors, as applicable are domiciled. Notwithstanding anything in this Contract to the contrary, in no event shall Buyer's use of the Grading Easement or the Easement Area interfere with Seller's access to its property located at 3703 West Kelly Park Road,

Apopka, FL 32712: The Grading Easement shall automatically terminate upon the dedication of the Right-of-Way for public use. Following Closing and throughout the term of the Grading Easement, Buyer shall keep the Easement Area in good order, condition and repair. Seller has the right to notify Buyer of the need for any maintenance, repair or replacement in the Easement Area. Buyer shall complete such maintenance, repair or replacement within thirty (30) days after notice from Seller that such maintenance, repair or replacement is required.

(c) Seller shall execute and deliver, for recordation in the public records of Orange County, Florida, in form prepared by Buyer's counsel and reasonably satisfactory to Seller, a warranty deed (the "**Deed**") by which Seller shall convey to the City fee simple title to the Property, subject only to the Permitted Exceptions and the Easement Agreement. The Deed shall include a restrictive covenant to provide that the Property may be developed and used only for the Right-of-Way and not for any other purpose, unless first approved by Seller, in writing. The Deed shall also include a reversion provision which shall state that the title to and ownership of the Property shall automatically revert to Seller upon and in the event that the City shall abandon the Property and permanently terminate all use of the Property for the Right-of-Way.

(c) Seller shall execute, acknowledge and deliver, in form prepared by Seller's counsel and reasonably satisfactory to Buyer, a non-foreign affidavit to comply with all withholding requirements of the Internal Revenue Service related thereto.

(d) Seller and Buyer shall each execute and deliver, in form prepared by Seller's counsel and reasonably satisfactory to Buyer, a settlement and disbursement statement stating the Purchase Price, all closing costs and tax proration;

(e) Buyer shall pay the following closing costs: i) the cost of the documentary stamps on the Deed, ii) the cost to record the Deed in the Public Records; iii) the cost to record the Easement Agreement in the Public Records; iv) the cost for the Commitment and the Policy; and v) fees to any lawyer used by Seller.

(f) Seller will pay fees to any lawyer used by Seller.

(g) Real estate taxes and assessments for the Property being conveyed for the year within which the Closing for the sale and purchase of that Property occurs shall be prorated between Seller and Buyer as of the date of Closing.

6. **SURVEY.** Prior to Closing, Buyer shall obtain, at Buyer's expense, an ALTA/ACSM or a Florida Minimum Technical Standards survey of the Property from a registered Florida land surveyor, which shall be certified to Seller and to Buyer ("**Survey**"). The Survey will provide the actual acreage of the Property to be used to re-calculate the Purchase Price to be paid by Buyer to Seller. If the Survey reflects any encroachments, closure errors, or other material, adverse survey matters, Buyer shall deliver written objections to Seller with respect to such matters prior to Closing ("**Survey Objections**"). Seller shall have a period of thirty (30) days to reasonably cure such Survey Objections. If Seller shall fail to cure Survey Objections for which Seller shall have timely notice from Buyer, then Buyer shall have the right to either: 1) terminate this Contract in its entirety; or 2) close its purchase of the Property, in

which event the Survey Objections shall be deemed to have been waived by Buyer. The Survey shall be used to establish the legal description of the Property to be used in the Deed and the Policy.

7. **BROKER COMMISSIONS.** Seller and Buyer each represent to the other that no broker or realtor is involved in this transaction and no person or entity is entitled to a commission or other compensation in connection with this transaction.

8. **BUYER'S DEFAULT.** In the event of any default in payment or performance of Buyer's obligations under this Contract, Seller shall have the right to terminate this Contract and to retain the Deposit as liquidated damages to which Seller and Buyer shall be deemed to have agreed, as Seller's sole remedy.

9. **SELLER'S DEFAULT.** Seller shall be in default of this Contract if: (i) any representation or warranty made by Seller herein is false or breached as of the Effective Date, or becomes false or is breached as the result of any action or omission of Seller prior to the Closing Date; (ii) any covenant or obligation made or undertaken by Seller hereunder is not performed within the time specified for such performance; or (iii) Seller fails or refuses to convey title to the Property in accordance herewith or otherwise breaches any other provision of this Contract; provided, however, that upon any event of default, Seller shall have ten (10) days within which to cure such default after receipt of written notice from Buyer. Upon Seller's default and failure to cure such default within ten (10) days after written notice from Buyer, Buyer shall have the following remedies: (a) to terminate this Contract and to thereupon receive a full refund of the Deposit; (b) to enforce this Contract by an action for specific performance, to the extent permitted by law; or (c) to the extent that the remedy of specific performance of this Contract is not available to Buyer, then Buyer shall have the right to seek monetary damages to the extent permitted by Florida law.

10. **Maintenance of Property.** Following Closing, Buyer shall maintain the Property in good order, condition and repair. If any maintenance, repair or replacements are required at the Property following Closing ("**Repairs**"), Seller has the right to notify Buyer of the need of such Repairs. Buyer shall complete such Repairs within thirty (30) days after notice from Seller that such Repairs are required.

11. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants that each of the following statements are true and correct:

(a) Seller has received no notice of any pending or threatened condemnation or similar proceeding affecting the Property, nor has Seller knowledge that any such action is presently contemplated.

(b) Seller has received no notice and has no information or knowledge of any violation of any applicable laws, ordinances, or regulations, or any judicial or administrative action, or any action by adjacent landowners relating to the Property.

(c) Seller has received no notice and has no knowledge of any legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof.

(d) Except as hereinafter provided, no written or verbal commitments by Seller have been made to or imposed upon Seller by, any governmental authority, utility company, school board, church or other religious body, or any homeowners association, or to any other organization, group, or individual, relating to the Property that would impose an obligation upon Buyer or their successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property.

(e) Neither Seller, nor any of the parties constituting Seller, has filed voluntarily or involuntarily for bankruptcy or reorganization relief within the last year under the laws of the United States Bankruptcy Code.

(f) There are no oral or written service, agricultural, maintenance, landscaping, security, management or other similar contracts which affect the operation or maintenance of the Property which will not be cancelled as of the Closing Date.

12. **ENTIRE AGREEMENT.** This Contract, including the Exhibits attached hereto, contains the entire agreement between Seller and Buyer and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Contract and are of no force and effect. This Contract may be amended and modified only by instrument, in writing, executed by all parties hereto.

13. **ASSIGNMENT.** Buyer shall have the right to assign this Contract or any of its rights or obligations hereunder to any persons, corporations or other entity prior to Closing.

14. **PARTIES BOUND.** This Contract shall be binding upon the parties, their successors and assigns, subject to the provisions and limitations on assignment set forth above.

15. **LAW; VENUE FOR DISPUTES; WAIVER OF RIGHT TO JURY TRIAL.**
This Contract shall be construed by and controlled under the laws of the State of Florida. Any action brought under this Contract shall be brought in the Circuit Court in and for Orange County, Florida. Seller and Buyer each waive all rights to trial by jury in any suit, action or proceedings between them pertaining this Contract and/or the subject matters stated herein.

16. **CONSTRUCTION OF CONTRACT.** All parties hereto acknowledge that they have had the benefit of independent counsel regarding this Contract and that this Contract has been prepared because of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.

17. **TIME.** Time is of the essence of this Contract and of each of its provisions. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due on the next business day.

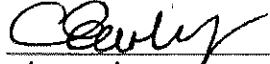
18. **COUNTERPART EXECUTION.** This Contract may be executed by Seller and Buyer in Counterpart.

SIGNATURE PAGE(S) ATTACHED

SIGNATURE PAGE TO CONTRACT FOR SALE AND PURCHASE

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seal on the dates stated below.

Witnesses:

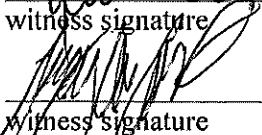

witness signature


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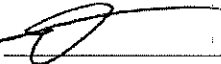

witness signature


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witness signature

Greenbrier Pet Loss Services, LLC

By: 

Dated: 03-SEP-2025

Gateway Services USA, LLC

By: 

Dated: 03-SEP-2025

City of Apopka, Florida

By: 

Dated: 9-4-25

Seller: Gateway Services USA, LLC, as the parent entity of Seller, Greenbrier Pet Loss Services, LLC

Buyer: City of Apopka, Florida

Property

Address: See Exhibit A attached to original contract dated 9/3/25

This addendum is made part of the Contract concerning the property referenced above.

Section 4. Title Insurance. is amended to change only the name of the Title and Closing Agent as follows:

On or before fifteen (15) days following the Effective Date, Buyer shall procure a commitment (the "Commitment") for issuance of a policy of owner's title insurance coverage (the "Policy") from Old Republic National Title Insurance Company through Brennan, Manna & Diamond, P.L. Inc. (referred to herein as the "Title and Closing Agent"). The cost for the Commitment and the Policy shall be paid by Buyer at time of closing of this Contract. The Policy shall be in the amount of the full Purchase Price, without exception for any matters other than (i) real property taxes and assessments for the year in which closing shall occur and subsequent years, to the extent such taxes and assessments are not yet due and payable; and (ii) such other matters approved by Buyer (collectively, the "Permitted Exceptions").

Gateway Services USA, LLC, as the parent entity of Seller, Greenbrier Pet Loss Services, LLC

Signed by: Tom Duncan Date: 9/18/2025
Seller: Greenbrier Pet Loss Services, LLC

DocuSigned by: Desmond Cartier Date: 9/19/2025
Seller: Gateway Services USA, LLC

City of Apopka, Florida
Bryan Nelson Date: 9-22-25
Buyer: Bryan Nelson, Mayor

Buyer: _____ Date: _____