



APOPKA CITY COUNCIL AGENDA

December 3, 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. **Approval of Regular City Council Meeting Minutes of 11/19/25.**

AGENDA REVIEW

PROCLAMATION

1. **City General Election, City of Apopka, Florida**
Presented by: Bryan Nelson, Mayor

CONSENT (Action Item)

1. **Awarding of Duty Weapon**
2. **Execute Release of Code Enforcement Lien for 2200 East Semoran Boulevard**
3. **Authorize the execution of an interlocal agreement between Orange County and the City of Apopka for EMS medical direction.**
4. **Authorize the issuance of an Evaluated Source Memo to Sunday Cool, LLC.**
5. **Authorize the execution of contracts for Motorola Solutions, Inc. and Flock Group, Inc., per the assigned terms.**

6. **Authorize the issuance of a sole source memo to Ford Hall Company, Inc.**
7. **Authorize the execution of piggyback contracts for the assigned terms: A.C. Schultes of Florida, Inc., Acuity Specialty Products, Inc. dba Zep Sales and Service, Henderson Wilder, Contracting, Inc., Florida Sheriffs Association.**

BUSINESS (Action Item)

1. **Award a negotiated contract for RFQ: 2025-A-232: Facility Needs Assessment for New Law Enforcement Training Facility to Architects Design Group.**
Presented by: Blanche Sherman, Finance Director
2. **Approval of the Second Amendment to the Roadway Funding Agreement for Kelly Park Road Interchange**
Presented by: Cliff Shepard, City Attorney

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. **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/AC
Proposed Density: 15 DU/AC - maximum permitted per Mixed Use future land use designation
Proposed Number of Units: 3 Townhome Units
Project Manager: Jun Sohn, Ph.D.
2. **Ordinance No. 3143 - First Reading - Certified Recovery Residences**
Presented by: Cliff Shepard, City Attorney
3. **Ordinance No. 3144 - First Reading Amendment to the City of Apopka General Employees' Retirement System**
Presented by: Frank Mega - HYN Consulting, John Hanson, Building Official
4. **Ordinance No. 3148 - First Reading Amendment to the Police Officers Retirement System**
Presented by: Frank Mega, HYN Consulting
5. **Ordinance No. 3149 - First Reading Amendment to the City of Apopka Firefighters Pension Plan**
Presented by: Frank Mega, HYN Consulting

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 Council Meeting held on November 19, 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 Andrew Hand

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** – Saturday Sounds, Sidewalk safety, RSR Golf Course.
- **Ace Woodham** – Truck pull event “Phil the Boot”.
- **Ken Barlow** – Utility service fee updates.
- **Albert McKimmie** – Senate Bill 180, widening Kelly Park Road.
- **Francina Boykin** – Traffic concerns S. Central Avenue / Michael Gladden Boulevard.

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

APPROVAL OF MINUTES

1. Approval of Regular Meeting Minutes of November 5, 2025.
 - a. **Mayor Nelson** asked for a motion to approve the minutes from November 5, 2025.
 - b. **Motion by Commissioner Velazquez** and seconded by **Commissioner Anderson**.
 - c. **Motion carried unanimously.**

AGENDA REVIEW

Radley Williams, Interim City Administrator Public Hearing Item #2 – Ordinance No. 3121-First Reading – the applicant is requesting another continuation to December 3, 2025 meeting.

CONSENT (Action Item)

1. Execute Release of Code Enforcement Lien for 10 North Mcgee Avenue
 2. Execute Release of Code Enforcement Lien for 2331 Cerberus Drive
 3. Approval of 2026 Floating Holiday
 4. Special Event Request - Road Closure for Christmas Parade
 5. Authorize the execution of a contract for the Orange County Supervisor of Elections Office, per the assigned terms.
 6. Authorize the issuance of Evaluated Source Memos: Northland Products, Inc. and Psytegrity, LLC, and the Institute for Human Development, Inc.
 7. Authorization of an Interagency agreement between the Apopka Police Department and the Seminole County Sheriff's Office regarding Criminal Justice Computer Services and Support.
 8. Authorize the issuance of Sole Source Memos: Rosenbauer America Minnesota, South Dakota and Nebraska, Environmental Solution dba Tampa Crane, Vermeer Southeast Sales and Services, Orlando Freightliner, Inc., Fireline Equipment, Huber SE, Rexel, Cues, McNeilus Truck and Manufacturing, HACH, , Air Center of Florida, Fire Ground Technologies, Teleflex, LLC, Southern Rescue Tools, Target Solutions dba Vector Solutions, and Tranqnology North America, LLC.
 9. Authorize the execution of piggyback contracts for the assigned terms: REP Services, Inc., Cubix, Inc., FJ Nugent & Associates, Inc., Club Car, LLC, Rosenbauer America, LLC, Agricultural Services International, LLC, Xcessories Squared Development & Mfg., Inc., Southern Hydraulics, LLC, Kenworth Truck Company, a Division of PACCAR, Inc., and Tampa Crane and Body, Inc.
 10. City of Apopka FY2026 Budget-to-Actual for One Month Ending October 31, 2025.
 11. Accept the disbursement report for October 2025.
- a. **Mayor Nelson** asked for a motion to approve eleven (11) consent agenda items.
 - b. **Motion by Commissioner Smith** and seconded by **Commissioner Anderson**.
 - c. **Motion carried unanimously.**

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

1. **Ordinance No. 3130 - Second Reading - Charter Amendments**
Presented by: Andrew Hand, City Attorney

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 adopt Ordinance No. 3130.
- b. **Motion by Commissioner Nesta** and seconded by **Commissioner Smith**.
- c. **Motion carried unanimously.**

2. Ordinance No. 3121 – First Reading Small-Scale Future Land Use Amendment – 155 M A Board Street (Continuation)

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/AC

Proposed Density: 15 DU/AC - maximum permitted per Mixed Use future land use designation

Proposed Number of Units: 3 Townhome Units

Project Manager: Jun Sohn, Ph.D.

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 continue Ordinance No. 3121 to December 3, 2025 City Council Meeting.
- b. **Motion by Commissioner Anderson** and seconded by **Commissioner Smith**.
- c. **Motion carried unanimously.**

3. Ordinance No. 3137 — First Reading — Annexation — Sadler Road Assemblage

Owner(s): Ernest and Sandra Trussell; Josandi Bautista; Jose Felix; Shirley Anderson; Mitchell Allen Rice; Rice Properties, LLC; Jeffery Miller; Jesse and Patricia Renteria; Howard Kevin and Teresa Marcum

Applicant(s): Lowndes c/o Jonathan P. Huels, Esq.

Location: West of Golden Gem Road, east of Round Lake Road and south of Sadler Road.

Project: 79.95 +/- acre(s)

Density: N/A (this application only proposes annexation of the subject parcels into the City, density will be determined at a future date)

Project Manager: Jean Sanchez

Presented by: Jean Sanchez, Senior Planner

Mayor Nelson opened public comment period.

- **Orange County Commissioner Christine Moore** – Rural boundaries and settlements in the area, density concerns.
- **Albert McKimmie** – Annexing into the KPI, transportation concerns.
- **Ken Barlow** – Services provided by City if Annexed, increased costs to residents.

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

- a. **Commissioner Anderson** asked for a Motion to deny this annexation and the applicant reapply at a later date.

- b. **Seconded by Commissioner Velazquez.**
- c. **Motion carried unanimously.**

4. **Ordinance No. 3145- First Reading Police and Fire Impact Fees**

Presented by: Blanche Sherman and Shawn Ocasio

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 Ordinance No. 3145 at first reading and hold over for second reading and adoption.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Velazquez.**
- c. **Motion carried unanimously.**

5. **Ordinance No. 3146- First Reading Parks & Recreation Impact Fees**

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 Ordinance No. 3146 at first reading and hold over for second reading and adoption.
- b. **Motion by Commissioner Velazquez** and seconded by **Commissioner Smith.**
- c. **Motion carried unanimously.**

6. **Resolution No. 2025-44 Establishing Water, Wastewater, and Reclaimed Rates, Fees, and Fines**

Presented by: Blanche Sherman, Finance Director

Mayor Nelson opened public comment period.

- **Ken Barlow** – Requested clarification of the increases, charges to be specific.
- **Rebecca Sellers** – Meter tampering and securing the boxes.
- **Rod Olsen** – Rate increases.
- **Ace Woodham** – Meter tampering.
- **Unnamed Speaker** – Water usage question.

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 water, wastewater, reclaimed rates and fees, **but not meter tampering fines.**
- b. **Motion by Commissioner Anderson** and seconded by **Commissioner Velazquez.**
- c. **Motion carried unanimously.**

7. Resolution No. 2026-01 Amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 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 No. 2026-01.
- b. Motion by Commissioner Smith** and seconded by **Commissioner Anderson**.
- c. Motion carried unanimously.**

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

ADJOURNMENT

The meeting adjourned at 8:42 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 CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 1.

Meeting Date: December 3, 2025

Department: Police Department

SUBJECT:

Awarding of Duty Weapon

ACTION ITEM INFORMATION:

REQUEST:

Chief Lovetta Quinn-Henry, PhD. requests to transfer the duty weapon of Sergeant Bryan Hall, who is retiring after 27 years of service.

SUMMARY:

Sergeant Bryan Hall has served the City of Apopka and the Apopka Police Department for over 27 years. Chief Quinn-Henry is requesting approval to transfer his duty weapon to him in honor of his service. His current department duty firearm is a Glock 21, Serial Number: YDG770.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Approve Chief Quinn-Henry to award retiring Sergeant Bryan Hall with his service weapon.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: December 3, 2025

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 2200 East Semoran Boulevard

ACTION ITEM INFORMATION:

Release of Code Enforcement Lien for 2200 East Semoran Boulevard

REQUEST:

Execute Release of Lien - 2200 East Semoran Boulevard

SUMMARY:

On June 20, 2023, the City of Apopka rendered an Order Finding PLATINUM EAGLES 2011 LLC, the owner of the property at 2200 East Semoran Boulevard ("Subject Property") in violation of IPMC, Chapter 3, Section 302.8, as adopted by Article 5, Section 18-108 of the Apopka Municipal Code. A fine in the amount of Five Hundred (\$500.00) Dollars per day, was imposed starting on July 5, 2023.

On June 18, 2024, the City of Apopka rendered an Order Finding PLATINUM EAGLES 2011 LLC, the owner of the property at 2200 East Semoran Boulevard ("Subject Property") in violation of LDC, Article 4, Section 5.10.3.A, of the Land Development Code. A fine in the amount of Five Hundred (\$500.00) Dollars per day, was imposed starting on July 3, 2024.

On October 24, 2025, PLATINUM EAGLES 2011 LLC and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Fifty Thousand (\$50,000.00) Dollars, paid to the City. The property is currently in compliance with the Apopka Municipal Code and Land Development Code.

FUNDING SOURCE:

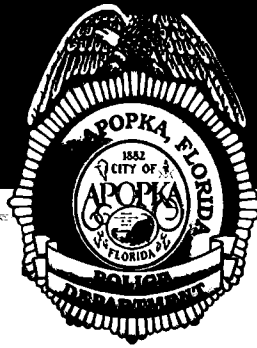
N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Affidavit of Compliance - 2200 East Semoran Boulevard
2. Settlement Stipulation - 2200 East Semoran Boulevard
3. Release of Lien - 2200 East Semoran Boulevard



DOC # 20240723337

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Rec Fee: \$18.50

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: CSC INC

CERTIFICATION

**STATE OF FLORIDA }
COUNTY OF ORANGE }**

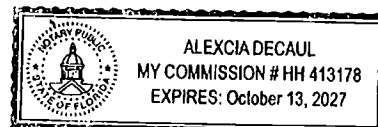
I, **ALEXCIA DECAUL**, Code Enforcement Recording Secretary, do hereby certify that the attached is a true and correct copy of:

**AFFIDAVIT OF COMPLIANCE
CE CASE# 23-00216
2200 E SEMORAN BLVD, APOPKA, FL 32703
OWNER: PLATINUM EAGLES 2011 LLC**

IN WITNESS WHEREOF, I have hereunto set my hand this the 18th day of December 2024.

CITY OF APOPKA

Alexcia DeCaul
Code Enforcement Recording Secretary



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

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

PLATINUM EAGLES 2011 LLC

CASE NO. 23-00216

**ADDRESS: 2200 E SEMORAN BLVD LIEN
PARCEL ID:12-21-28-0000-00-014**

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

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

1. That on **06/20/2023** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **07/06/2023**
3. That re-inspection was performed on **12/18/24** and was in compliance.

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

FURTHER AFFIANT SAYETH NOT.

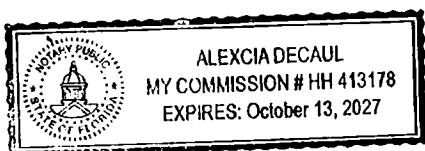
Dated this **12/18/2024**



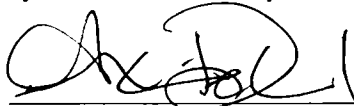
Chris Smith
Code Enforcement Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

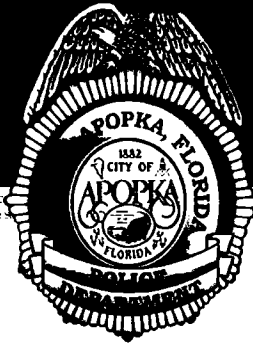
Sworn to and subscribed before me this **12/18/2024**
an oath.



by Chris Smith who is personally known to me and did not take



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



DOC # 20250031301

01/16/2025 08:28 AM Page 1 of 2

Rec Fee: \$18.50

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: CSC INC

CERTIFICATION

**STATE OF FLORIDA }
COUNTY OF ORANGE }**

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

AFFIDAVIT OF COMPLIANCE

CE CASE# 24-00360

2200 E SEMORAN BLVD, APOPKA, FL 32703

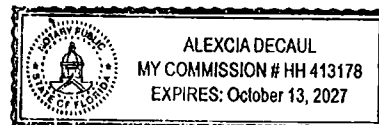
OWNER: PLATINUM EAGLES 2011 LLC

IN WITNESS WHEREOF, I have hereunto set my hand this the 15th day of January 2025.

CITY OF APOPKA

Alexcia DeCaul

Code Enforcement Recording Secretary



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

CITY OF APOPKA, FLORIDA

vs
Respondent(s)

PLATINUM EAGLES 2011 LLC

CASE NO. 24-00360

ADDRESS: 2200 E SEMORAN BLVD LIEN

PARCEL ID:12-21-28-0000-00-014

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

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

1. That on **06/18/2024** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **07/04/2024**
3. That re-inspection was performed on **01/14/25** and was in compliance.

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

FURTHER AFFIANT SAYETH NOT.

Dated this **15th** day of **January 2025**

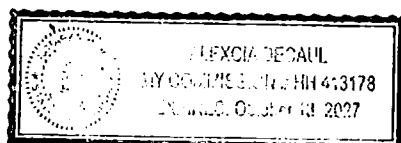


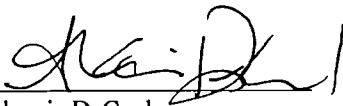
Joe Lebron
Code Enforcement Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

Sworn to and subscribed before me this **01/15/2025**
an oath.

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





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

**CODE ENFORCEMENT
CITY OF APOPKA, FLORIDA**

CITY OF APOPKA,

Petitioner,

v.

PLATINUM EAGLES 2011
LLC,

Respondents,
_____ /

Complaint No. 23-00216 & 24-00360

Address: 2200 E SEMORAN BLVD
APOPKA, FL 32703

Parcel ID: 12-21-28-0000-00-014

SETTLEMENT STIPULATION

Petitioner CITY OF APOPKA, and Respondents PLATINUM EAGLES 2011 LLC, enter this Settlement Stipulation ("Stipulation") in the above-styled action as follows:

1. This Stipulation is meant to settle all issues arising from the violations alleged in the complaint.
2. Petitioner and Respondents enter this Stipulation to pay a reduced total code enforcement fine in the amount of Fifty Thousand (\$50,000.00) Dollars in full satisfaction of all fines previously imposed. Said amount must be paid within sixty (60) days of the date of this Stipulation or same shall be null and void.
3. Each party represents and warrants to the other party that it has the requisite authority to enter this Stipulation.
4. Upon approval of this Stipulation and clearance of the funds in payment in full of the agreed upon amount, the City of Apopka will record a Satisfaction of Lien for property address 2200 E Semoran Blvd, Apopka, FL 32703.
5. The Parties hereby irrevocably and unconditionally release, acquit, and forever discharge each other from claims of any kind arising from this complaint and enforcement action. The Parties also hereby waive all rights to file any claim or a lawsuit against the other party relating to the above styled action. This release does not prohibit Petitioner from initiating code enforcement actions for subsequent violations (either new or repeat) of anything within the scope of Petitioner's jurisdiction.

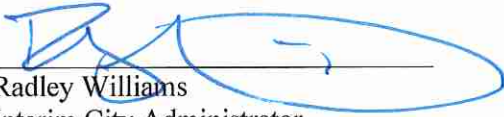
6. Upon full execution of this Stipulation by both parties and payment of the agreed settlement amount, the City of Apopka will schedule approval of this Agreement at the next City Council Public Hearing.

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

Dated this 24th day of October, 2025.

Petitioner:

CITY OF APOPKA
Office of the City Attorney
120 East Main Street
Apopka, Florida 32703-5346
T: 407.703.1641
F: 407.703.1780
E: RWilliams@Apopka.net



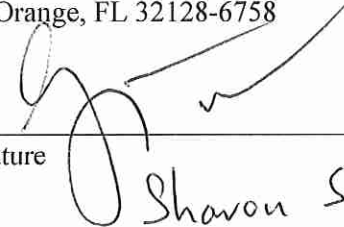
Radley Williams
Interim City Administrator

Respondent:

PLATINUM EAGLES 2011 LLC
Sharon Sodhi
1779 Earhart Ct
Port Orange, FL 32128-6758

Signature

Print Name



Sharon Sodhi

This instrument prepared by
the Deputy City Clerk

When recorded return to:
Code Enforcement Department
Apopka Police Department
112 E 6th Street
Apopka, Florida 32703

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **PLATINUM EAGLES 2011 LLC, recorded on August 28, 2024 at Instrument No. 20240501901 and recorded on August 27, 2024 at Instrument No. 20240498795,** of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the City has executed these presents this 3rd day of December, 2025.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Bryan Nelson, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, this 3rd day of December, 2025, by Bryan Nelson, Mayor, and Susan Bone, City Clerk, who are ☐ personally known to me OR ☐ who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

COMM NE COR OF SE1/4 OF SW1/4 OF SEC RUN S 157.33 FT TO POINT ON SLY R/W LINE SR 436 TH RUN W 398.10 FT S 209.32 FT FOR POB TH CONT S 103.64 FT E 197.05 FT TO PT ON W R/W LINE PIEDMONT-WEIKIVA RD TH SLY 26.67 FT S 33.44 FT W 121.53 FT S 155 FT E 122.52 FT S 10.90 FT W 648.14 FT N 540.84 FT TO PT ON S R/W LINE OF SR 436 TH E 249.80 FT S 57.50 FT S 19 DEG E 9.06 FT S 126.50 FT E 172 FT S 20.41 FT E 22.16 FT TO POB IN SEC 12-21-28, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: December 3, 2025

Department: Fire Department

SUBJECT:

Authorize the execution of an interlocal agreement between Orange County and the City of Apopka for EMS medical direction.

ACTION ITEM INFORMATION:

REQUEST:

Authorize the execution of an interlocal agreement between Orange County and the City of Apopka for EMS medical direction.

SUMMARY:

This contract confirms adherence to State Law, Rules, and the Orange County Code, which mandate a contract or interlocal agreement for a medical director for each agency.

- **Florida Statute 401.265(1) Medical Directors**
 - Each basic life support transportation service or advanced life support service must employ or contract with a medical director.
- **FAC 64J-1.004 Medical Direction**
 - Each ALS, BLS, or air ambulance provider shall maintain on file for inspection and copying by the department its current contract for a medical director by which it employs or independently contracts with a physician qualified pursuant to this section to be its medical director.
- **Orange County Code Chapter 20, Article III Section 20-72 Interlocal and Operational Agreements.**
 - All EMS providers authorized to provide pre-hospital services or whose EMTs or paramedics operate under the supervision of the county medical director shall enter into and maintain a current interlocal or operational agreement with the board of county commissioners.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Authorize the Mayor to execute the interlocal agreement between Orange County and the City of Apopka for EMS medical direction.

ATTACHMENTS:

1. EMS - Medical Director Interlocal Agreement

Interlocal Agreement
between
Orange County, Florida
and
City of Apopka, Florida
regarding
Medical Direction, Quality Management, and Medical Communication

This Interlocal Agreement (“**Agreement**”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “**County**”) on behalf of the County’s EMS/Office of the Medical Director Division, and **CITY OF APOPKA, FLORIDA**, a Florida municipal corporation with a principal address of 120 E Main Street, Apopka, Florida 32703 (the “**City**”) on behalf of the City’s Fire Department. The County and City may be referred to individually as “**party**” or collectively as “**parties**.”

Recitals:

WHEREAS, Section 163.01, Florida Statutes (cited as the “**Florida Interlocal Cooperation Act of 1969**”), authorizes local governments to cooperate, provide services, and jointly exercise powers via contracts known as interlocal agreements; and

WHEREAS, Chapter 401, Part III, Florida Statutes (cited as the “**Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act**”), governs the provision of emergency medical services (“**EMS**”) in the State of Florida (“**State**”); and

WHEREAS, Section 401.265, Florida Statutes, requires providers of basic life support (“**BLS**”) transportation services or advanced life support (“**ALS**”) services to employ or contract with a medical director that is a licensed physician responsible for supervising the medical performance of emergency medical technicians (“**EMT**”) and paramedics; and

WHEREAS, Rule 64J-1.004, Florida Administrative Code, requires each ALS or BLS provider to maintain a current contract for a medical director on file for inspection and copying by the State of Florida, Department of Health, Bureau of Emergency Medical Services; and

WHEREAS, Section 20-72, Orange County Code, requires all EMS providers authorized to provide pre-hospital services, or whose EMTs or paramedics operate under the supervision of the County medical director, to enter and maintain a current interlocal or operational agreement with the County; and

WHEREAS, the City is: (1) a “public agency” under the Florida Interlocal Cooperation Act of 1969, (2) licensed to provide BLS transportation or ALS services under the Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act, and (3) authorized to provide pre-hospital ALS transport services in Orange County, Florida pursuant to a County-issued Certificate of Public Convenience or Necessity (“**COPCN**”); and

WHEREAS, the City seeks to use the County's Medical Director to provide medical direction to the City's EMTs and paramedics; and

WHEREAS, accordingly, State and local law require the City to enter a contract with the County for a medical director and to maintain an interlocal agreement with the County that addresses, at a minimum, medical direction, quality management, and medical communications; and

WHEREAS, the parties intend for this Agreement to satisfy all State and local requirements for the City to enter a contract for a medical director and an interlocal agreement with the County, respectively.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, receipt of which is hereby acknowledged by each party, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated as material part of this Agreement by reference.

Section 2. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, the Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act (and the corresponding regulations in Chapter 64J-1 of the Florida Administrative Code), and Chapter 20, Article III of the Orange County Code.

Section 3. Definitions. Capitalized terms specifically defined in this Agreement shall have the meanings provided for in this Agreement. Terms that are not specifically defined in this Agreement but are defined in the laws and regulations cited to in the "**Authority**" section of this Agreement, shall have the meanings provided for by the laws and regulations cited to in the "**Authority**" section of this Agreement, unless the context requires otherwise. All other terms shall be afforded their plain meaning.

Section 4. Notices. Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt. Either party may change its designated official or address for receipt for notice by giving written notice of such change to the other party in the manner provided in this section.

To the County:

Orange County, Florida
County Administration
Attention: Director of Health and Public Safety
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County, Florida
Health Services Department
Attention: Manager
2002 East Michigan Street

Orlando, Florida 32806

To the City:

City of Apopka, Florida
Fire Department
175 E. 5th Street
Apopka, Florida 32703

Section 4. Effective Date and Term.

- A. **Effective Date.** This Agreement shall become effective upon execution by both parties and filing in the Orange County Public Records ("**Effective Date**").
- B. **Term.** The "**Term**" of this Agreement shall be for five (5) years commencing on the Effective Date, unless otherwise terminated earlier pursuant to the "**Termination**" section of this Agreement. The parties may extend the term for one additional five year period upon mutual written agreement between the parties.

Section 5. Services and Obligations.

A. **General Obligations.**

1. The City shall maintain all licenses from the State necessary to provide ALS and BLS services in accordance with Chapter 401, Florida Statutes.
2. The City shall maintain all vehicle permits from the State necessary for each transport vehicle, ALS nontransport vehicle, and aircraft in use, as applicable, in accordance with Chapter 401, Florida Statutes.
3. The City shall maintain a COPCN from the County that authorizes the City to provide pre-hospital ALS transport services in Orange County, Florida in accordance with Chapter 20, Article III, Orange County Code.
4. The City shall employ EMTs and paramedics that are certified and qualified to provide ALS and BLS transport services under Chapter 401, Florida Statutes, as applicable. The City will immediately notify the County upon a City EMT's or paramedic's failure to maintain all licenses and approvals necessary to provide ALS and BLS transport services in Orange County, Florida.

B. **Medical Direction.**

1. The County shall employ a licensed physician as the County's "**Medical Director**" that the County deems qualified to provide medical direction under State and local laws, rules, and regulations. As of this Agreement's Effective Date, the County's Medical Director is **Dr. Christian C. Zuver**. Notwithstanding any other provision of this Agreement, the County reserves the right to substitute the County's Medical Director at any time and in the County's sole and absolute discretion by providing the City with written notice of the substitution.

2. **Protocols.** The Medical Director shall generally provide for the direct medical supervision of the City's EMTs and paramedics through two-way voice communication, or, when such voice communication is unavailable, through established standing orders (or "**Protocols**") authorized by the Medical Director pursuant to the rules of the State's Department of Health. Such two-way voice communication may be provided by the Medical Director's physician appointee at the Medical Director's discretion.
 - a. The parties acknowledge that they have received a copy of the Medical Director's Protocols, agree to be bound by the Protocols, and hereby incorporate the Protocols into this Agreement by reference.
 - b. The Medical Director reserves the right to immediately amend the Standing Orders at any time and in the Medical Director's sole and absolute discretion. If the Medical Director amends the Standing Orders, the Medical Director will provide an updated copy of the Standing Orders to the City.
 - c. The City shall ensure that a current copy of the Standing Orders (as authorized by the Medical Director) are available in each of the City's vehicles for review by the State's Department of Health and the City's paramedics, and for each physician designated by the Medical Director to receive a copy.
3. **Medical Director's Duties.** The Medical Director shall be responsible for performing duties related to advising, consulting, training, counseling, credentialing, and overseeing the medical services of City EMTs and paramedics (including providing appropriate quality assurance). Specifically, in accordance with Rule 64J-1.004 of the Florida Administrative Code, the Medical Director shall:
 - a. Develop medically correct standing orders or protocols which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient.
 - i. The Medical Director shall issue the standing orders and Protocols to the City to ensure that the City transports each of the City's patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region.
 - ii. The Medical Director or their appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction that includes (in addition to the development of Protocols and standing orders) direction to City personnel as to the availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency.

- b. Develop and implement a patient care quality assurance system to assess the medical performance of the City's paramedics and EMTs. The Medical Director's quality assurance program is intended to work in conjunction with any applicable City program.
 - i. The Medical Director shall audit the performance of the City's EMTs and paramedics using a quality assurance program that includes (at a minimum) a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.
 - ii. The parties shall also participate in quality assurance programs developed by the State's Department of Health.
- c. If the Medical Director provides medical direction to the City on ALS services, then the Medical Director will maintain proof of current registration as a medical director, either individually or through a hospital, with the U.S. Department of Justice, Drug Enforcement Administration (DEA), to provide controlled substances to the City as an EMS provider. The City shall maintain copies of said proof of registration and make said copies readily available for inspection.
- d. Ensure and certify that the City's security procedures for medications, fluids and controlled substances comply with Chapters 499 and 893, Florida Statutes, and Chapter 61N-1, Florida Administrative Code.
- e. Create, authorize and ensure adherence to written operating procedures regarding the handling of medications, fluids and controlled substances by the City.
- f. Notify the State's Department of Health in writing of each substitution by the City of equipment or medication upon receiving notification from the City which shall be provided to the Medical Director first for the Medical Director's prior approval.
- g. Assume direct responsibility for the City's EMTs' and paramedics': (i) use of an automatic or semi-automatic defibrillator; (ii) use of a glucometer; (iii) administration of aspirin; (iv) use of any medicated auto injector; (v) performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and (vi) on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by a City EMT. The Medical Director shall ensure that the City's EMTs and paramedics are trained to perform these procedures, shall establish written protocols for the performance of these procedures, and shall provide written evidence to the State's Department of Health documenting compliance with provisions of this paragraph.
- h. Ensure that all City EMTs and paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule 64J-2.004, Florida

Administrative Code, for adult trauma patients and Rule 64J-2.005, Florida Administrative Code, for pediatric trauma patients.

- i. Develop and revise when necessary, Trauma Transport Protocols for submission to the State's Department of Health for approval.
 - j. Participate in direct contact time with EMS field level providers for a minimum of 10 hours per year.
 - k. Credential all EMTs and paramedics desiring to operate within the County's emergency medical services system under the Medical Director's supervision in accordance with Section 20-71, Orange County Code. The Medical Director is authorized to temporarily or permanently suspend or prohibit a paramedic or EMT from practicing under the Medical Director's supervision and within the County's emergency medical services system.
4. The Medical Director shall **not** be responsible for performing administrative or managerial functions related to City EMTs or paramedics.
5. **The City's Duties.** The City shall:
- a. Exercise administrative and executive control over the City's EMTs and paramedics including the hours of work, discipline, and termination of such personnel.
 - b. Ensure that the City's EMTs and paramedics report any medication errors and reactions en route to the physician who ordered the medication, the receiving physician, and the Medical Director.
 - c. Notify the Medical Director within forty-eight (48) hours of the City initiating an investigation, removal, or termination of any City EMT or paramedic for any reason related to the provision of patient care.
 - d. Develop, implement, and maintain written operating procedures for procuring, storing, handling, dispensing, and disposing of all controlled substances, medications, and fluids in accordance with State and local laws, rules, and regulations. The City will obtain the Medical Director's signed written approval of these operating procedures prior to these operating procedures becoming effective. The City shall have a copy of these approved operating procedures available for review by the State's Department of Health.
6. The Medical Director reserves the right to cease providing medical direction and supervision (and assuming responsibility) for any of the City's EMTs or paramedics at any time and in the Medical Director's sole and absolute discretion.

C. **Quality Assurance and Management.**

1. The City shall ensure that the City's EMTs and paramedics participate in the County's emergency medical review committee.
2. The City shall provide the Medical Director or their designee(s) with statistical data related to the Medical Director's emergency medical care elements including, but not limited to, direct login access to the City's patient care reporting system.
3. The City shall participate in quality management programs or processes selected by the Medical Director including web- or software-based quality systems (e.g., FirstPass).

D. **Medical Communication.**

1. The Medical Director shall ensure that medical oversight is provided to the City's emergency communication and dispatch center and that the City's operations related to emergency dispatch comply with the Medical Director's Protocols (e.g., medical priority dispatch).
2. If the City uses the County's communications infrastructure, then the City will follow the County's established communications procedures.

Section 6. No Financial Commitment. The parties agree that all services and obligations performed under, or required by, this Agreement are intended to make the most efficient use of the parties' respective powers on the basis of mutual advantage and shall be without any form of payment or other financial compensation by either party. Both parties shall be solely responsible for their own costs and expenses incurred because of providing services or performing obligations pursuant to this Agreement.

Section 7. Records.

- A. The City shall provide the County with any and all data needed for the purpose of monitoring, evaluating, auditing, and quality assurance. This data shall include information on the ALS or BLS services provided, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the City's provision of ALS or BLS services.
- B. All records that were created, utilized, or maintained pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

Section 8. Confidentiality.

- A. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to State or federal law.

B. Health Insurance Portability and Accountability Act (“HIPAA”).

1. Under this Agreement, each party shall limit its transmission of data to the other party that either:
 - a. Is not “Protected Health Information,” as defined in 45 CFR § 160.103; or
 - b. Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
2. Notwithstanding the foregoing, the parties may disclose Protected Health Information between each other as covered health care providers for the provision of treatment in accordance with 45 CFR § 164.506.
3. Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that:
 - a. A Business Associate Agreement and adequate patient authorizations have been executed, as applicable; and
 - b. All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

C. Florida Information Protection Act (“FIPA”).

1. Pursuant to Section 501.171(g)1., Florida Statutes, “**Personal Information**” means either of the following:
 - a. An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
 - iv. Any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

- v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - b. A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2. If either party maintains, stores, or processes personal information on behalf of the other party, then said party is considered a "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:
 - a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
 - b. Providing notice to the other party in the event of a breach of security of the system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

Section 9. Insurance.

- A. Without waiving the parties' rights to sovereign immunity as provided in Section 768.28, Florida Statutes, each party hereby represents and warrants that it is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured for liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida Legislature.
- B. Upon the County's request, the City will immediately provide the County with an affidavit evidencing self-insurance up to the sovereign immunity limits. The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the City of the City's liability and obligations under this Agreement.

Section 10. Indemnification, Sovereign Immunity, and Liability.

- A. **Indemnification.** The City shall defend, indemnify and hold harmless the County, and the County's officials and employees, from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to City's negligent acts or omissions, or those negligent acts or omissions of the City's officials and employees acting within the scope of their employment, or arising out of or resulting from the City's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, or the other party's officers, officials, employees, agents, or contractors.

- B. **Sovereign Immunity.** All the privileges and immunities from liability and exemptions from laws, ordinances, and rules that apply to the activity of officials, officers, agents, or employees of the parties shall apply to the officials, officers, agents, or employees of the parties when performing their respective functions and duties under the provisions of this Agreement. The parties are and shall be subject to the limitations of liability provided in Section 768.28, Florida Statutes, and any other relevant provisions of Florida law governing sovereign immunity. Nothing in this Agreement is intended to waive or alter the sovereign immunity of the parties including, but not limited to, the express monetary limits of liability set forth in Section 768.28, Florida Statutes.
- C. **Liability.** Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall either party be liable to the other under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims related to this Agreement and are not confined to tort liability.

Section 11. Filing of Agreement. Upon execution by both parties, the County shall file a copy of this Agreement in the Orange County Public Records in accordance with Section 163.01(11), Florida Statutes.

Section 12. Termination.

- A. **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice of termination. The terminating party shall be responsible for filing a notice of termination in the Orange County Public Records.
- B. **Termination for Cause.** If either party materially breaches any term of this Agreement (as determined in the non-breach party's sole discretion), then the non-breaching party may terminate this Agreement for cause effective immediately upon the breaching party's receipt of a written notice of termination.

Section 13. General Provisions.

- A. **Assignments and Successors.** The actions and activities to be conducted pursuant to this Agreement are governmental in nature. Each party binds itself (and its successors and assigns) to the other party of this Agreement (and to the successors and assigns of the other party) with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other (which shall be in the sole discretion of the party with the right to consent).
- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the

parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").

- C. **Conflicts.** The parties shall comply with all applicable local, state, and federal laws, regulations, and executive orders. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **E-Verify Use.** Pursuant to Section 448.095, Florida Statutes, each party hereby certifies that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. Each party hereby certifies that it does not employ, contract with, or subcontract with an unauthorized alien. Violation of Section 448.095, Florida Statutes, may result in the immediate termination of this Agreement.
- G. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- H. **Headings.** The headings or captions of sections or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- I. **Independent Contractor.** The parties agree that nothing in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting one party as the agent, representative, or employee of the the other party for any purpose or in any manner whatsoever. The parties are to be, and shall remain, independent contractors with respect to all services performed under this Agreement, and that any individuals hired, or performing services pursuant to this Agreement may not be considered the employee of the other party for any purposes, including but not limited to, any worker's compensation matters.
- J. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any

Action.

- K. **Nondiscrimination.** Neither party may discriminate as to race, color, religion, sex, national origin, age, handicap, or marital status in connection with its performance under this Agreement. Both parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.
- L. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner may be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
- M. **Public Records.** The parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- N. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- O. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate Agreement language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- P. **Signatory.** Each signatory below represents and warrants that such person has full power and is duly authorized by their respective party to enter and perform under this Agreement. By executing this Agreement, each party represents that such person has reviewed this Agreement and intends to fully abide by the conditions and terms of this Agreement.
- Q. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- R. **Use of County and City Logos.** Both parties are prohibited from use of all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- S. **Venue.** Unless otherwise required by law, each of the parties hereby irrevocably submits

to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any action or claim arising under this Agreement, and further agrees that any such action or claim shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action or claim arising under this Agreement in Orange County, Florida.

- T. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- U. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement. The modifying party shall be responsible for filing a copy of the amendment in the Orange County Public Records.

Section 14. Entire Agreement.

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Regarding such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto by their duly authorized representatives.

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

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

By: _____

Date: _____

CITY OF APOPKA, FLORIDA

Signature

Date

Printed Name

Official Title

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____
2025, by _____, in their official capacity as the
_____ of the City of APOPKA, Florida.

Signature Notary Public
Print, Type/Stamp Name of Notary

- ☐ Personally Known
- ☐ Produced Identification
Type of Identification Produced: _____



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: December 3, 2025

Department: Finance Department

SUBJECT:

Authorize the issuance of an Evaluated Source Memo to Sunday Cool, LLC.

ACTION ITEM INFORMATION:

REQUEST:

Approve the issuance of Evaluated Source Memos for FY2026.

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 Vendor:

Department	Vendor	Description	Requested Amount
Parks and Recreation	Sunday Cool, LLC.	T-shirts and Uniform Services	Annual Budgetary Appropriations

Vendor Evaluated Source Details:

Vendor:	Sunday Cool, LLC.
Department:	Parks and Recreation
Amount Requested:	Annual Budgetary Appropriation
Policy Requirements:	Comprehensive review of all available competitive sources and all other applicable competitive considerations: A comprehensive review of available vendors & costs for T-shirt services was identified as follows:

	Sunday Cool, LLC: \$6-\$10 per T-Shirt 4 Imprint USA: \$35.93 per T-Shirt Rush Order Tees: \$44.61 per T-Shirt
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: Sunday Cool, LLC. T-Shirts and uniform services have a proven history of providing quality products and services. Comparable to several other tested apparel vendors, the garments provided by Sunday Cool have proven to be durable and designed for longevity, ensuring staff uniforms remain presentable and intact.
Policy Requirements:	Proven quality differences and proximity of supplier: Sunday Cool LLC., offers an industry-leading 72-hour turnaround time, from final artwork approval to product shipment and availability. This is a dramatic advantage over the other vendors who have a standard production timeline of 2–3 weeks.
Justification:	Sunday Cool LLC., prices have been lower compared to other providers. In addition, their fast turnaround is critical for the Parks and Recreation department, which frequently has last-minute program needs, event changes, and new initiatives where standard production timelines of 2–3 weeks would not meet the needs of the department's operational requirements.
History:	FY2020 Expenditures: \$5,554.39 FY2021 Expenditures: \$13,426.03 FY2022 Expenditures: \$12,957.73 FY2023 Expenditures: \$13,679.19 FY2024 Expenditures: \$9,198.36 FY2025 Expenditures: \$15,966.78

FUNDING SOURCE:

Approved FY26 budgetary appropriations.

RECOMMENDED MOTION:

Approve the issuance of a blanket purchase order to the referenced vendor, not to exceed budget appropriations.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 5.

Meeting Date: December 3, 2025

Department: Finance Department

SUBJECT:

Authorize the execution of contracts for Motorola Solutions, Inc. and Flock Group, Inc., per the assigned terms.

ACTION ITEM INFORMATION:

REQUEST:

Authorize the execution of contracts for the assigned terms.

SUMMARY:

The departments purchase various commodities in its daily operations, including equipment, tooling, and services throughout the year. A contract shall be utilized when it is determined that the terms and conditions are complex or incremental or in any other way require a contract. They are also encouraged when applicable for operational proficiencies. Contracts are acquired under the most efficient method of purchase or best cost savings for the quantities that are being utilized. Contract renewals are requested when the contract is scheduled to expire and the City seeks to continue the terms and conditions for an additional period of time. Contractual information is kept on record with each purchase order issued.

Per Purchasing Policy 107.3.15 - Contracts:

A contract means a written agreement or purchase order between the City and a vendor detailing the legal responsibilities of both parties in the offer and acceptance of a specific act, usually for the procurement of goods, services, or construction for money or other considerations. A contract shall be used for a commodity, contractual service, construction service and/or where the City Attorney, Department Director, Purchasing Administrator or designee determines that the terms and conditions are complex or incremental or in any other way require a contract. All contracts must be reviewed by the City Attorney. Purchasing will forward all non-state-affiliated piggyback contracts to the City Attorney for review when applicable. All contracts less than \$50,000.00 must be approved by the City Administrator. All contracts of \$50,000.00 or more must be approved by the City Council and City Attorney prior to the Mayor or City Administrator signing.

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 contracts that are being requested by; department submittal, vendor, description, source, and expiration dates.

Department:	Information Technology
New Contract/ Renewal/Amendment:	New Contract
Contract Type:	Software and Hardware Products, Services and Maintenance
Vendor:	Motorla Solutions, Inc.
Contract Description:	Consolidation and change in terms for: Public Communications Technology, Hardware and Software Solutions, Maintenance and Support
Terms:	Term Contract
Contract Start Date:	October 1, 2025, through September 30, 2030
Expiration Date:	Upon completion of all electoral responsibilities, as per agreement.
Renewals Available:	Automatic annual renewals
Annual Cost:	Within budgetary appropriations
Contract Source Method:	107.3.9.8.5. INFORMATION TECHNOLOGY SOFTWARE/HARDWARE Software/hardware that is currently owned or utilized requires no further formal competitive procurement if upgrades, maintenance, or additional services are needed.
Contract Summary:	Public communications technology, hardware and software solutions
History:	FY2025 - \$1,799,599 FY2024 - \$3,214,130 FY2023 - \$1,316,228 FY2022 - \$1,038,426 FY2021 - \$ 925,208 FY2020 - \$1,060,816 *Piggyback Agreement expiring June 2026. The new contract is a proactive measure to consolidate all terms.

Department:	Police Department
New Contract/ Renewal/Amendment:	New Contract
Contract Type:	Subscription Software
Vendor:	Flock Group, Inc.
Contract Description:	Automated License Plate Recognition Cameras and Real-Time Crime Center Integrated Solution
Terms:	Term Contract
Contract Start Date:	September 10, 2024
Expiration Date:	September 10, 2025
Renewals:	Automatic Annual Renewals
Annual Cost:	Within Budgetary Appropriations

Contract Source Method:	107.3.9.8.5. INFORMATION TECHNOLOGY SOFTWARE/HARDWARE Software/hardware that is currently owned or utilized requires no further formal competitive procurement if upgrades, maintenance, or additional services are needed.
Contract Summary:	Sole Source Memo executed in September 2024
History:	FY2025 Services: \$30,000 FY2026 Services: \$30,000

FUNDING SOURCE:

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

RECOMMENDED MOTION:

Authorize the execution of contracts for Motorola Solutions, Inc. and Flock Group, Inc., per the assigned terms.

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 6.

Meeting Date: December 3, 2025

Department: Finance Department

SUBJECT:

Authorize the issuance of a sole source memo to Ford Hall Company, Inc.

ACTION ITEM INFORMATION:

REQUEST:

Approve the issuance of a sole source memo for fiscal year (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 the City's requirements, or when compatibility with existing systems requires procurement from a single source. Note: A memo of explanation must be sent to the appropriate approval authority along with the requisition documentation being attached to the purchase order. The City Administrator must give approval for the Sole Source designation. The Sole Source designation will expire each fiscal year after approval and may be renewed upon submission of a new request with documentation. Sole Source designations above \$50,000.00 must be noticed per Section 287.057(3)(c), Florida Statutes.

Department	Vendor	Description	Requested Amount
Public Services	Ford Hall Company, Inc.	Clarifying Brush System	Annual Budgetary Appropriations

Vendor:	Ford Hall Company, Inc.
Department:	Public Services
Requested Amount:	Annual Budgetary Appropriations
Policy Requirement:	Sole Source procurement is proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet the City's requirements: In 2024, Public Works executed a Request for Quotes for the purchase of the Weir Wolf automated cleaning systems on the wastewater clarifiers. Ford Hall Company, Inc. is the only authorized Weir-Wolf Washer System distributor that designs and maintains this system.
Policy Requirement:	Compatibility with existing systems requires procurement from a single source:

	The system was specifically designed to meet the exact needs of the City, and due to the Ford Hall Company Inc. being the only authorized distributor to design and maintain the system a single source for this sytem is being requested for any additional repairs or maintenance.
Policy Requirement:	Justification: Only authorized dealer for parts and services on the Weir-Wolf Washer System.
History:	The Request for Quotes was completed in 2024. FY2024 - \$49,960

FUNDING SOURCE:

Approved FY26 budgetary appropriations.

RECOMMENDED MOTION:

Approve the issuance of a blanket purchase order to the referenced vendor, not to exceed budget appropriations.

ATTACHMENTS:

1. Sole Source - Memo - Ford Hall



PO Box 2110
Richmond, KY 40476
Phone 859.624.1077
Fax 859.624.3320

February 2, 2024

Apopka WWTP
Anthony Goldsmith
748 E. Cleveland St.
Apopka, FL 32703

To Whom It May Concern:

Ford Hall Company Inc. is the only authorized manufacturer for the Weir Wolf™ / Algae Sweep Automation™ Automated Clarifier Cleaning Equipment systems for clarifiers and thickeners in the U.S.A and Canada. The custom designed nature of the individually built Weir Wolf™ / Algae Sweep Automation™ Clarifier Cleaning Equipment systems, requires that FHC is the only authorized provider of maintenance, field services, replacement components and brushes for the above listed products. All FHC weir cleaning systems are custom designed and built to fit individual clarifiers and thickeners. Therefore, the systems *are not* interchangeable. Thereby, requiring all replacement parts, components, brushes, and services be provided by the original manufacturer, Ford Hall Company Inc.

For questions, or to receive quotes on services, components, and brushes please contact Ford Hall Company Inc. at 859-624-1077, sales@fordhall.com or aftermarket@fordhall.com.

Please send all purchase orders to aftermarket@fordhall.com, addressed with company name "Ford Hall Company."

Sincerely,

Cheryl Stivers

Cheryl Stivers
Ford Hall Company
O 859-624-1077
C 859-699-9044
cstivers@fordhall.com



City of Apopka CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)

Item #: 7.

Meeting Date: December 3, 2025

Department: Finance Department

SUBJECT:

Authorize the execution of piggyback contracts for the assigned terms: A.C. Schultes of Florida, Inc., Acuity Specialty Products, Inc. dba Zep Sales and Service, Henderson Wilder, Contracting, Inc., Florida Sheriffs Association.

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 Works
Vendor: A.C. Schultes of Florida, Inc.
Description: Maintenance and Repair Services for Water Supply Wells and Well Pumps
Source: Tohopekaliga Water Authority
Bid/Contract #: IFB 25-004-02
Original Bid Award Date: February 12, 2025
Expiration Date: February 11, 2026
Renewals: Two (2) additional one (1) year renewal options
Max Expiration Date: February 11, 2028

Department: Public Works
Vendor: Acuity Specialty Products, Inc dba Zep Sales and Service
Description: Comprehensive Operational and Janitorial Supplies and Solutions
Source: OMNIA Partners
Bid/Contract #: 152609
Original Bid Award Date: June 1, 2024
Expiration Date: May 31, 2027
Renewals: Three (3) additional one (1) year renewal options
Max Expiration Date: May 31, 2030

Department: Public Works
Vendor: Henderson Wilder Contracting, Inc.
Description: Inspection and Cleaning of City Deep Injection Stormwater Drainwell Systems
Source: City of Orlando
Bid/Contract #: IFB24-0485
Original Bid Award Date: February 19, 2025
Expiration Date: February 18, 2028
Renewals: Two (2) additional one (1) year renewal options
Max Expiration Date: February 18, 2030

Department: Public Services - Fleet Division
Vendor: All Awarded Vendors (Attached)
Description: Heavy Trucks and Buses
Source: Florida Sheriffs Association
Bid/Contract #: FSA25-VEH23.0
Original Bid Award Date: October 1, 2025
Expiration Date: September 30, 2027
Renewals: Three (3) additional one (1) year renewal options
Max Expiration Date: September 30, 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:

1. Florida Sheriffs Association - FSA25-VEH23.0

- All Roads Kenworth, LLC
- Altec Industries, Inc.
- Bachrodt FT, LLC. Dba Palmetto Ford of Miami
- Beck Chrysler Dodge Jeep
- Bozard Ford
- Broyhill Equipment, LLC.
- Container Systems & Equipment Co., Inc.
- Cumberland International Trucks of Florida
- DeLand Truck Center, Inc.
- Duval Ford, LLC.
- Florida Kenworth, LLC.
- Florida Transportation Systems, Inc.
- Kenworth of Jacksonville
- Matthews Bus Alliance, Inc.
- Model 1 Commercial Vehicles, Inc.
- Nextran Truck Centers
- Orlando Freightliner
- Ottawa Trucks Center, Inc.
- RDK Assets, Inc.
- Rechten International Trucks
- Ring Power Corporation
- Rush Truck Centers of Florida, Inc.
- SBL Freightliner, LLC.
- Sun State International Trucks
- Tampa Truck Center
- Terradyne Armored Vehicles, Inc.
- The Peterbilt Store South Florida, LLC
- Truckmax, Inc



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 1.

Meeting Date: December 3, 2025

Department: Finance Department

SUBJECT:

Award a negotiated contract for RFQ: 2025-A-232: Facility Needs Assessment for New Law Enforcement Training Facility to Architects Design Group.

ACTION ITEM INFORMATION:

REQUEST:

Award a contract to Architects Design Group.

SUMMARY:

Staff advertised a Request for Qualifications (RFQ) to obtain services from a qualified architectural and design firm to conduct a facility needs assessment for a new law enforcement training facility. The advertisement schedule and statistics were as follows:

Date Issued and Advertised:	September 7, 2025
Pre-Bid Meeting:	September 24, 2025
Inquiry Deadline:	October 2, 2025
E-Bid Submittal Deadline:	October 16, 2025, 2:00PM
Evaluation Committee Meeting:	November 13, 2025
Notified Users:	2,371
Project View:	980
Vendors Following the Project:	42

The Finance Department received proposals from the following 6 firms:

Architects Design Group
H2M Architects & Engineers, Inc.
KMF Architects
Saltz Michelson Architects, Inc.
Tactical Design North, Inc.
Wannemacher Jensen Architects, LLC.

An Evaluation Committee was formed, consisting of the following three (3) voting members: Lovetta Quinn Henry — Police Chief, Amanda Merrill — Police Chief Administrative Assistant, and Robert Hippler — Information Technology Director.

On November 13, 2025, an Evaluation Committee Meeting was held. The meeting was advertised on OpenGov, and was open to the public via virtual conference. The Evaluation Committee reviewed and assessed the 6 submittals, based on the scoring criteria as outlined in the solicitation: Letter of Interest and Firm Profile (25 Points Max), Qualifications & Expertise of Firm/Team (30 Points Max), Proposed Schedule and Approach (20 Points Max), and Experience with Similar Projects and Professional References (25 Points Max). The evaluation committee meeting held on November 13, 2025, produced the following scores (with a max score of 100 points).

<u>Firm</u>	<u>Score</u>
Architects Design Group	98.33
H2M Architects & Engineers, Inc.	77.67
Wannemacher Jensen Architects, LLC.	77.67
KMF Architects	74.33
Tactical Design North, Inc.	72.00
Saltz Michelson Architects, Inc.	66.33

The evaluation committee selected Architects Design Group as the top-ranked firm. Staff is recommending approval to negotiate cost with the top-ranked firm, Architects Design Group, in accordance with F.S. 287.055, CCNA requirements. If staff cannot negotiate a satisfactory contract with Architects Design Group, negotiations will be formally terminated and the City will move to negotiations with the next highest qualified firm.

FUNDING SOURCE:

Within fiscal year budgetary appropriations.

RECOMMENDED MOTION:

Authorize staff to negotiate cost within the appropriated budget and award a contract for facility needs assessment for a new law enforcement training facility to Architects Design Group,

ATTACHMENTS:

None



City of Apopka CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)

Item #: 2.

Meeting Date: December 3, 2025

Department: Legal Department

SUBJECT:

Approval of the Second Amendment to the Roadway Funding Agreement for Kelly Park Road Interchange

ACTION ITEM INFORMATION:

REQUEST:

Approval of the Second Amendment to the Roadway Funding Agreement for Kelly Park Road Interchange.

SUMMARY:

Requesting approval of the Second Amendment to the Roadway Funding Agreement for Kelly Park Road Interchange to modify Section 4(g) of the Agreement to include RCS Construction Company of Central Florida Inc. as a qualified construction company that has already undergone a solicitation and review of bids and that is permitted to construct and complete any transportation improvements that the City or a Co-Developer is responsible for constructing under the Agreement without the requirement of competitive bidding in accordance with F.S. § 287.055 or applicable provisions of Ch. 255 of the Florida Statutes. The City and any Designated Constructing Party are hereby authorized to execute the Site Construction Agreement for Roadway Improvements with RCS for such construction services for the KPR Widening in such form as may be approved by the City Attorney.

Once approved by the City, the amendment will be sent to all Co-Developers for signatures.

FUNDING SOURCE:

RECOMMENDED MOTION:

Approval of the Second Amendment to the Roadway Funding Agreement for Kelly Park Road Interchange.

ATTACHMENTS:

1. Second Amendment to Roadway Funding Agreement for Kelly Park Road Interchange(17098740.2)

Prepared by and return to:

Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
Attention: Gary M. Kaleita, Esq.
215 N Eola Drive
Orlando, Florida 32801
Phone: 407-843-4600

**SECOND AMENDMENT TO ROADWAY FUNDING AGREEMENT
FOR KELLY PARK ROAD INTERCHANGE**

**Kelly Park VB Development LLC, Golden Gem Investments, LLC
& Galvin-Harris Land Services, LLC**

THIS SECOND AMENDMENT TO ROADWAY FUNDING AGREEMENT (the “**Second Amendment**”) is made and entered into effective as of the ____ day of _____, 2025, by and between **THE CITY OF APOPKA, FLORIDA**, a political subdivision of the State of Florida (the “**City**”), whose address is 120 E. Main Street, Apopka, FL 32703, by and through its City Council, the governing body thereof, and **KELLY PARK VB DEVELOPMENT, LLC**, a Delaware limited liability company qualified to do business in the State of Florida, (“**Kelly Park VB**”) whose address is 660 Beachland Blvd, Suite 301, Vero Beach, FL 32963, **GOLDEN GEM INVESTMENTS, LLC**, a Florida limited liability company, whose address is 400 N. Ashley Dr., Suite 700, Tampa, FL 33629 (“**GGI**”), and **GALVIN-HARRIS LAND SERVICES, LLC, LLC**, a Florida limited liability company (“**Galvin**”), whose address is 121 Snell Isle Blvd., St. Petersburg, FL 33704 (Kelly Park VB, GGI and Galvin also are referred to herein as the “**Co-Developers**” and each may be referred to herein as a “**Developer**” where the context requires), with reference to the following matters:

WITNESSETH:

WHEREAS, the City and the Co-Developers executed that certain Roadway Funding Agreement for Kelly Park Road Interchange effectively dated June 23, 2023 and recorded on July 6, 2023 in Document Number 20230378714 of the Public Records of Orange County, Florida, which was amended by that certain Amendment to Roadway Funding Agreement for Kelly Park Road Interchange effectively dated January 31, 2025 and recorded on March 19, 2025 as Document Number 20250162908 (together, the “**Agreement**”); AND

WHEREAS, the City and the Co-Developers desire by their execution of this Second Amendment to revise the Agreement, as hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the City and the Co-Developers hereby amend the Agreement as follows:

1. **Recitals/Capitalized Terms.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not expressly defined herein shall have the meanings ascribed to such terms in the Agreement.
2. **Designated Road Bidding Requirements: Approved Qualified Construction Company.** Section 4(g) of the Agreement is hereby modified to include RCS Construction Company of Central Florida Inc. ("RCS") as a qualified construction company that has already undergone a solicitation and review of bids and that is permitted to construct and complete any transportation improvements, including the KPR Widening, that the City, a Designated Constructing Party or a Co-Developer is responsible for constructing under the Agreement without the requirement of the City's procurement process, competitive bidding in accordance with F.S. § 287.055 or applicable provisions of Ch. 255 of the Florida Statutes. The City and any Designated Constructing Party are hereby authorized to execute the Site Construction Agreement for Roadway Improvements with RCS for such construction services for the KPR Widening in such form as may be approved by the City Attorney.
3. **Second Amendment Binding.** This Second Amendment shall be binding upon and shall inure to the benefit of the City and Co-Developers, and their successors-in-interest and/or title. Except as hereby changed, amended and modified, the Agreement shall remain in full force an effect.

IN WITNESS WHEREOF, the parties have set their hands and seals on the respective dates set forth below.

[SEE FOLLOWING PAGES FOR SIGNATURES]

CO- DEVELOPER

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

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

By: WO Assignment, LLC, a Florida
limited liability company, its Member

By: _____
Ronald L. Edwards,
Manager

Date: _____, 2025

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was executed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025 by Ronald L. Edwards, as Manager of WO Assignment, LLC, a Florida limited liability company, as Member of KPVB Acquisition, LLC, a Delaware limited liability company, as Member of KELLY PARK VB DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public

Print Name

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Galvin Land Services, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____, 2025

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was executed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025 by _____ of Galvin Land Services, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CO-DEVELOPER:

Golden Gem Investments, LLC,
a Florida limited liability company

By: _____
Name: Mark H. Johnson
Title: President
Date: _____, 2025

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was executed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025 by Mark H. Johnson, as President of Golden Gem Investments, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

THE CITY OF APOPKA, FLORIDA,
through its City Council

By: _____
_____, Mayor

Date: _____, 2025

ATTEST:

Clerk of the Board

(SEAL)



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 1.

Meeting Date: December 3, 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/AC

Proposed Density: 15 DU/AC - maximum permitted per Mixed Use future land use designation

Proposed Number of Units: 3 Townhome Units

Project Manager: Jun Sohn, Ph.D.

REQUEST:

Accept the first reading of Ordinance Number 3121 and hold it over for 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/AC)

Proposed Future Land Use: Mixed-Use (15 DU/AC)

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:

This item, 155 MA Board Street Small Scale Future Land Use Amendment, was presented at the October 1, 2025, City Council Meeting, and the City Council has requested a continuation to the November 5, 2025, City Council Meeting.

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
 December 3, 2025 – City Council (1:30 P.M.), First Reading (Continuous)
 December 17, 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 No. 3121
2. Maps
3. CRA Map
4. Advertisement August 22
5. OCPS_de-minimis
6. Community Meeting Summary
7. 155 M A Board St - Conceptual Plan
8. Request for Continuance from the Applicant

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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 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: December 3, 2025

READ SECOND TIME AND
ADOPTED: _____

ATTEST:

Susan Bone, City Clerk

Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

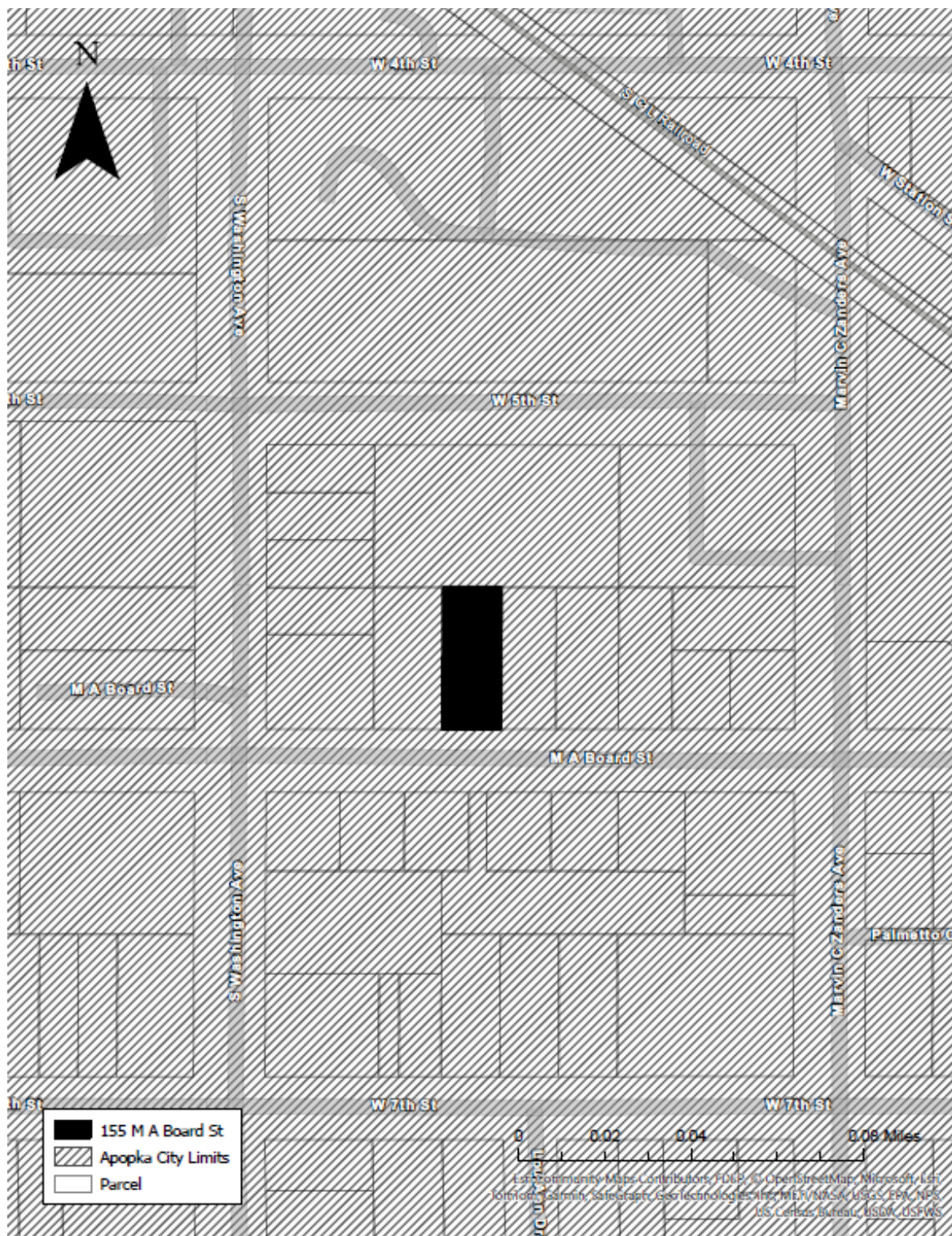
Clifford B. Shepard, City Attorney

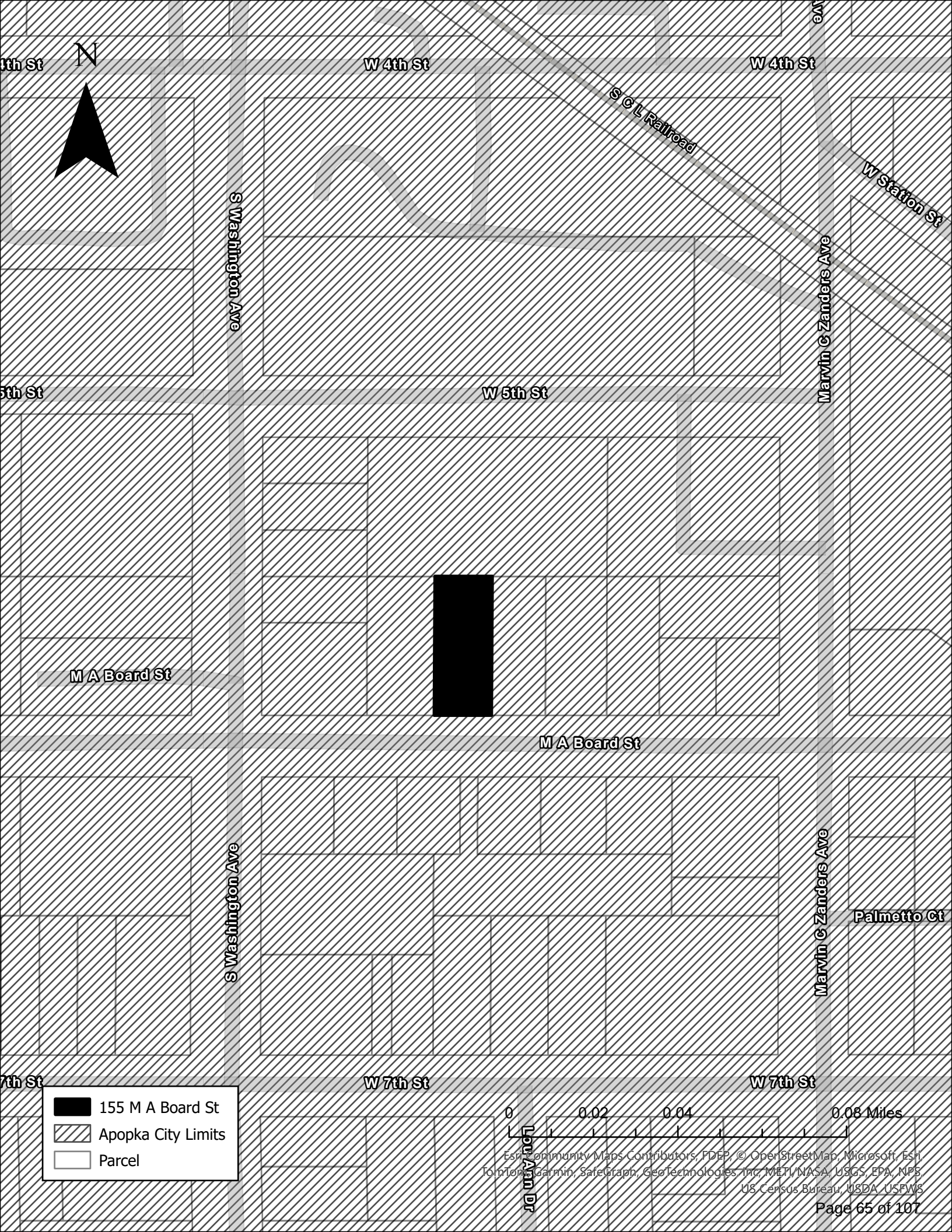
DULY ADVERTISED FOR PUBLIC HEARING: August 22, 2025

EXHIBIT “A”

Parcel Identification Number(s): 09-21-28-0196-40-233

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

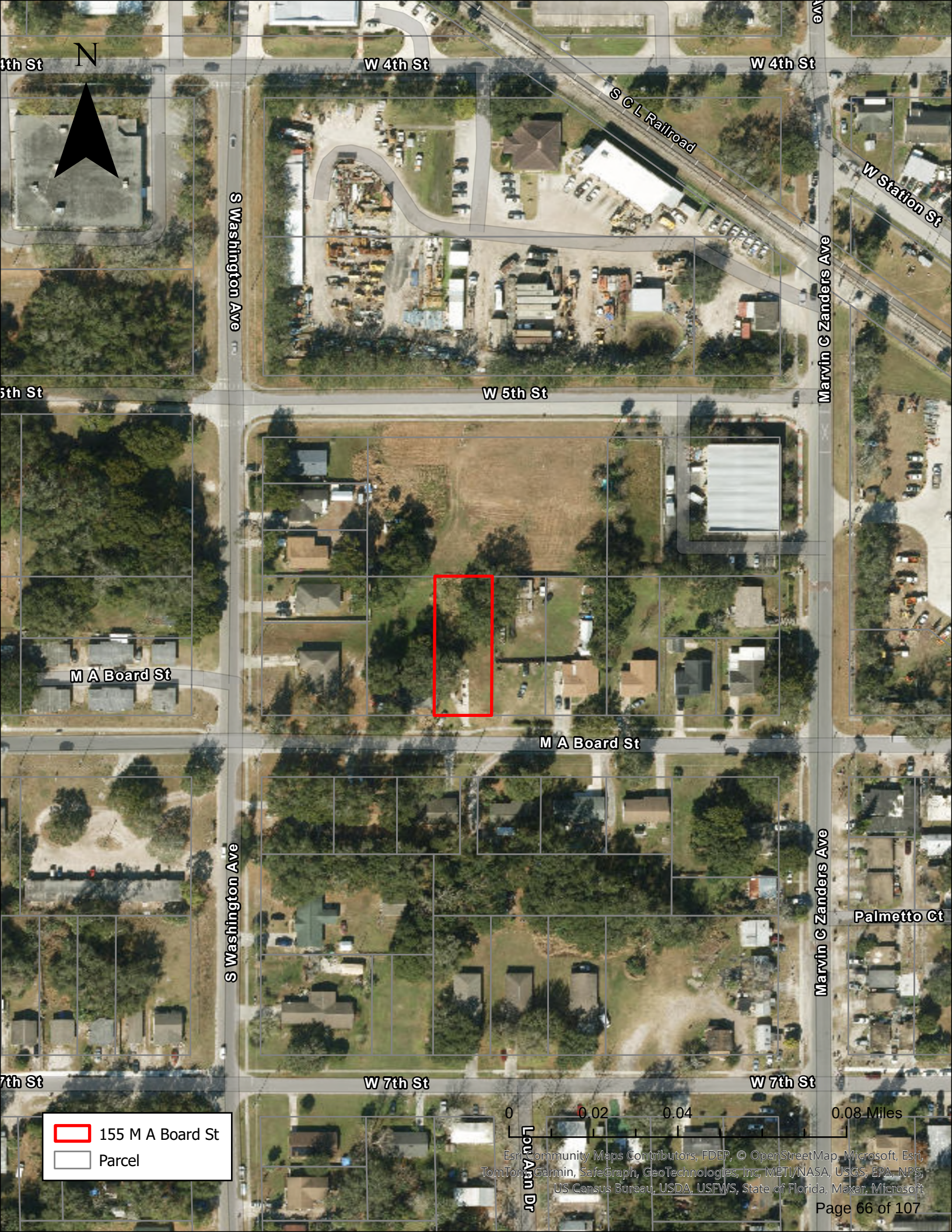
155 M A Board St

Apopka City Limits

Parcel

0 0.02 0.04 0.08 Miles

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



N

W 4th St

W 4th St

W 4th St

S C L Railroad

S Washington Ave

Marvin C Zanders Ave

W Station St

W 5th St

W 5th St

M A Board St

M A Board St

S Washington Ave

Marvin C Zanders Ave

Palmetto Ct

W 7th St

W 7th St

W 7th St



155 M A Board St



Parcel

0 0.02 0.04 0.08 Miles

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

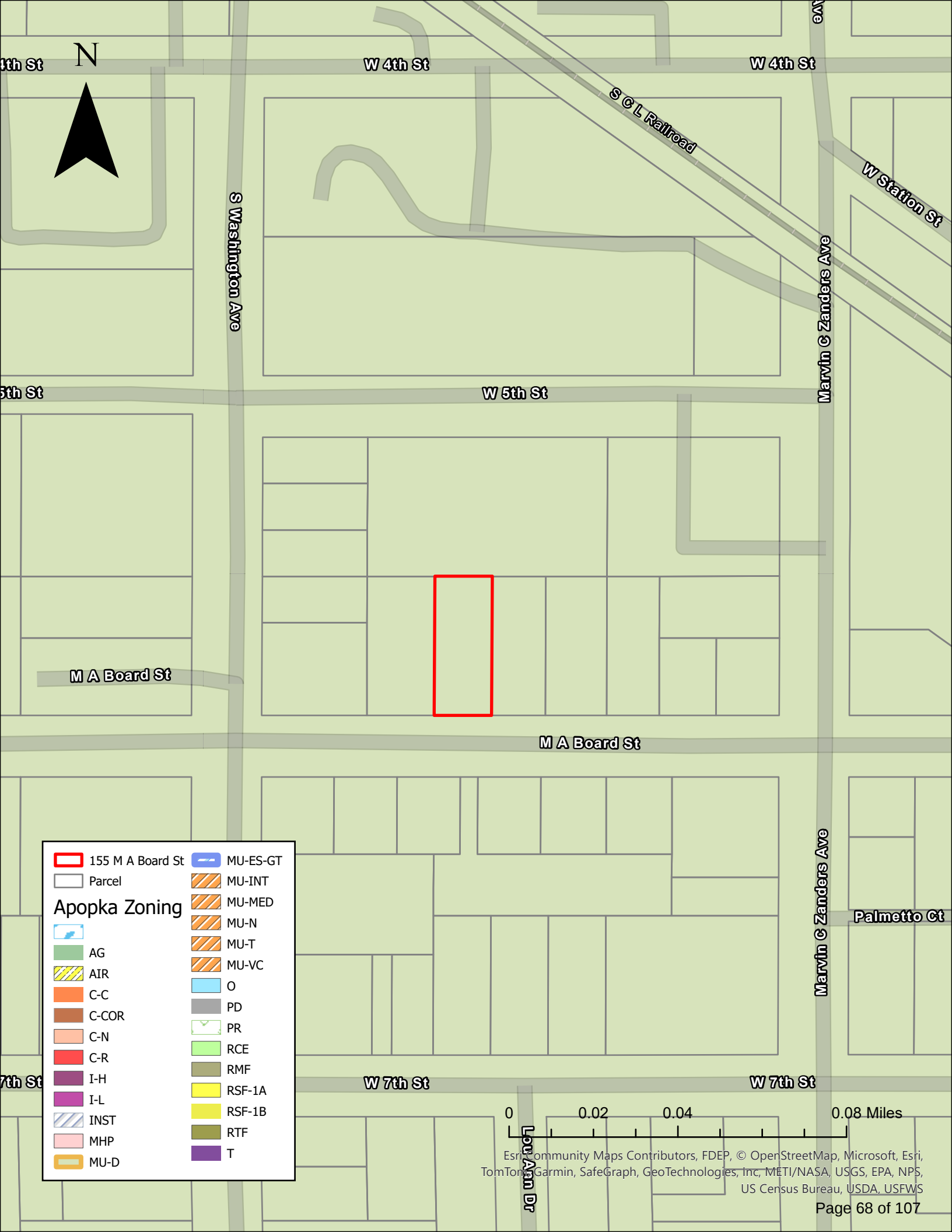
Parcel

Apopka Future Land Use

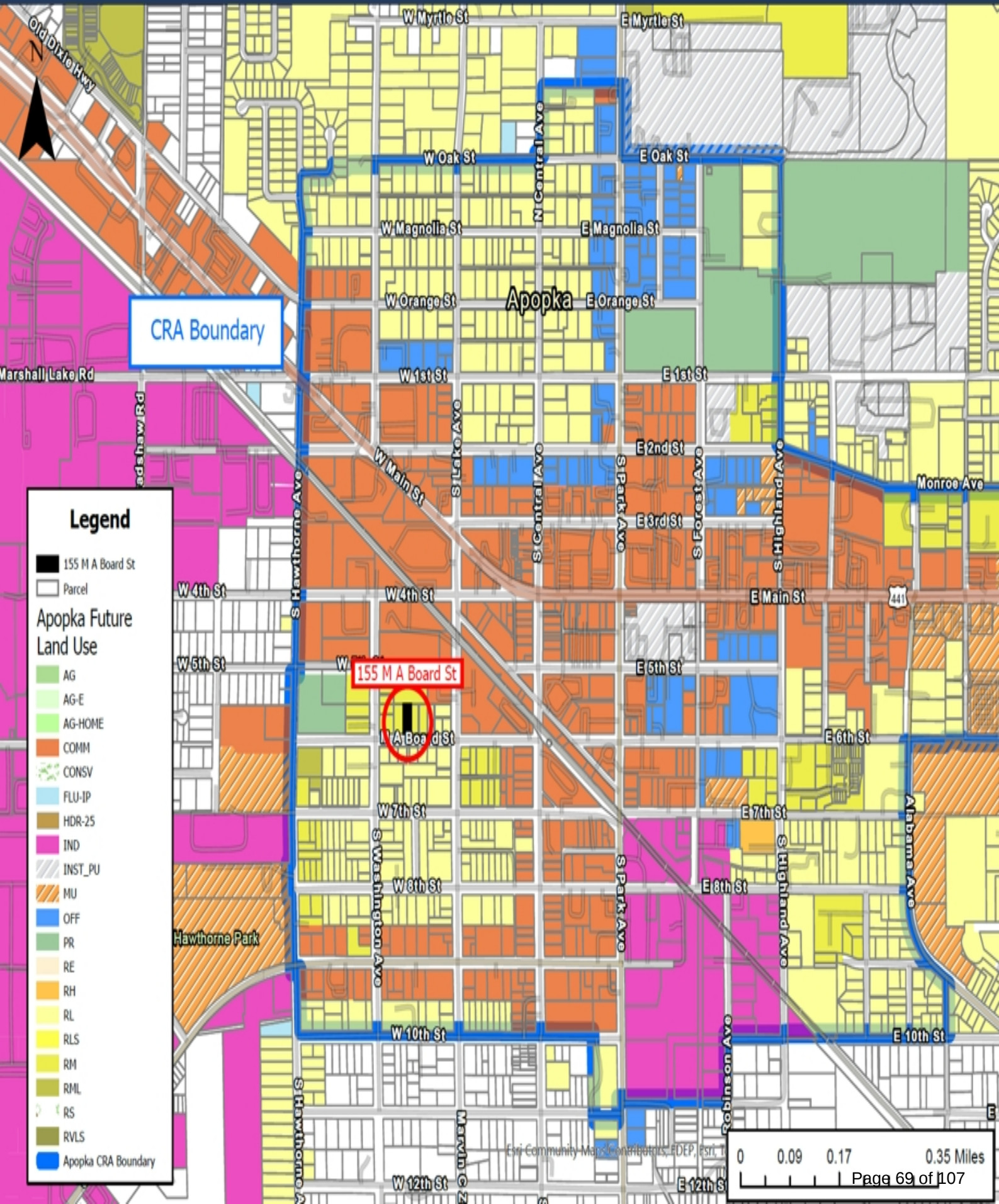
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TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS,
US Census Bureau, USDA, USFWS



CRA Map



CITY OF APOPKA

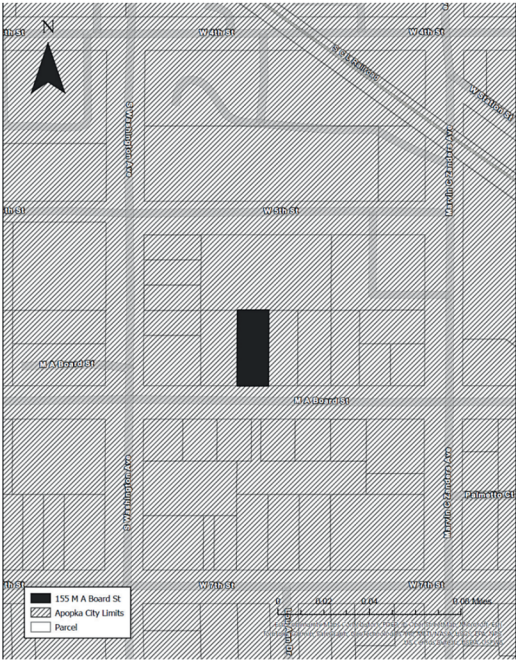
PUBLIC HEARING NOTICE

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.

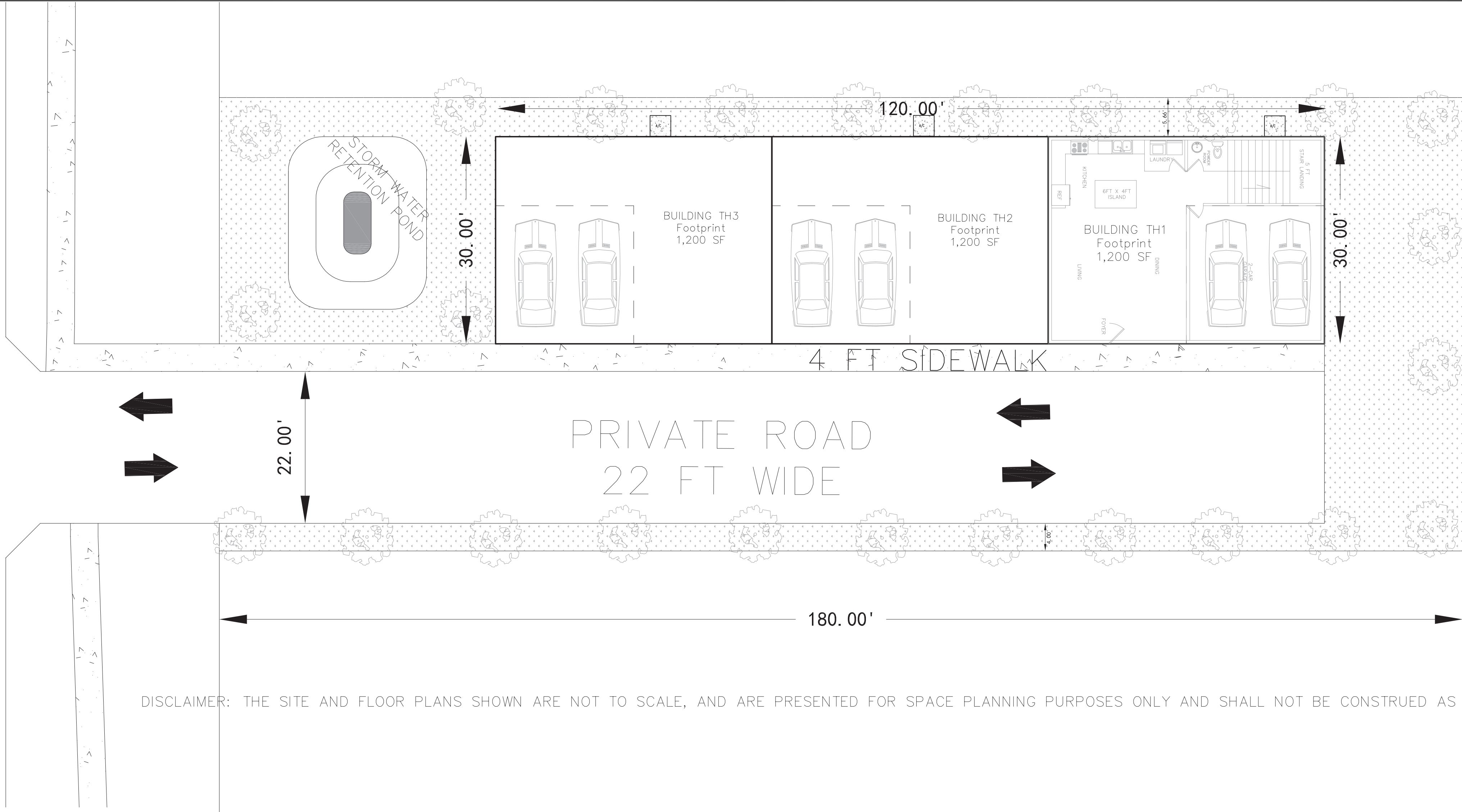
On Monday April 21, 2025, a community meeting was held at **59 W 10th Street, Apopka, FL. 32703**, at **6 PM**. A notification letter of this meeting was sent via US post services to 34 addresses within the required radius of the subject property. In addition, a poster was placed on the grounds of the 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%

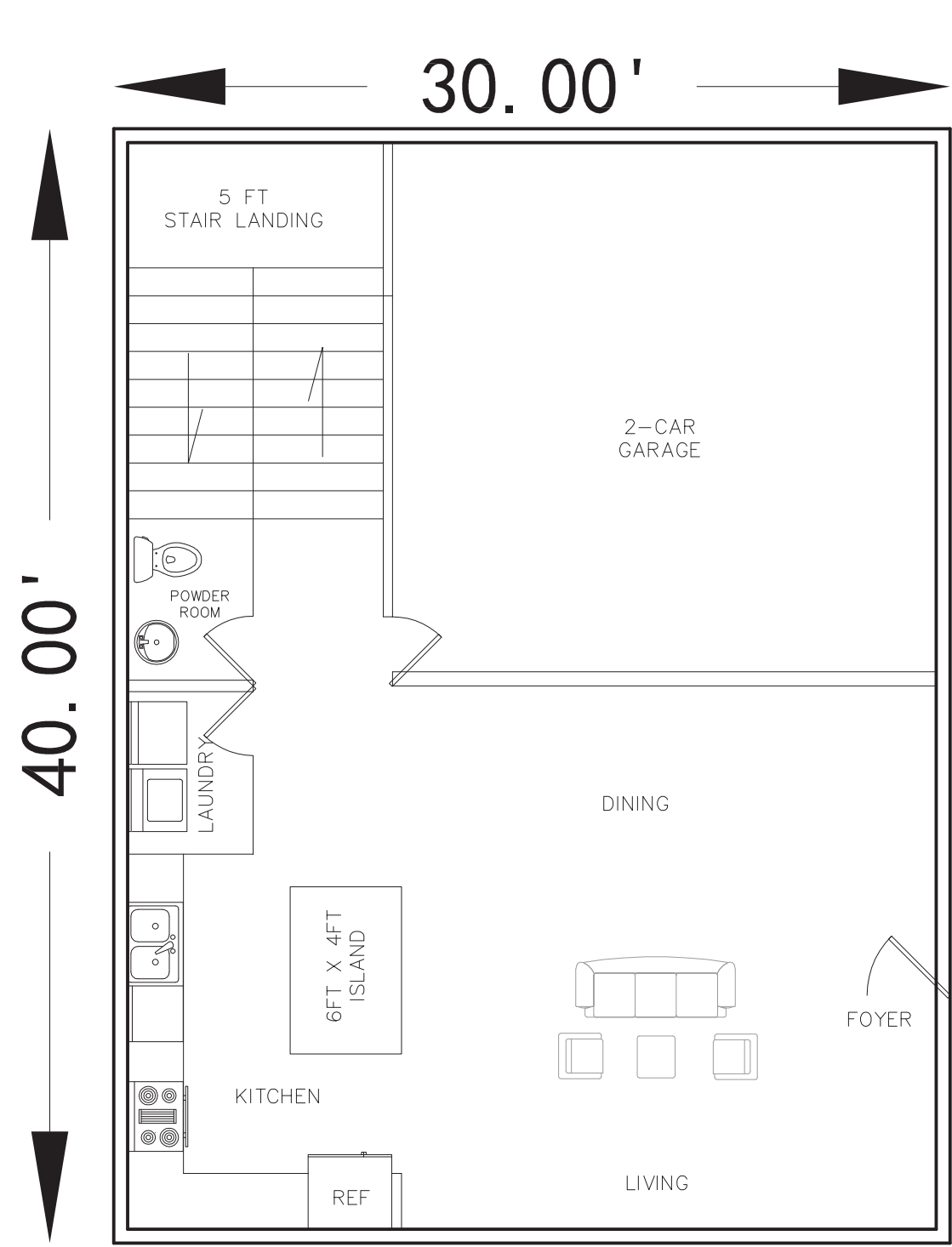
TOTAL LOT AREA = 11,775 SF (0.27 AC)
TOTAL BUILDINGS FOOTPRINT = 3,600 SF
INTERNAL ROADS/DRIVEWAY AREAS = 3,520 SF
SIDEWALKS = 640 SF
OPEN SPACE AREA = 4,015 SF

OPEN SPACE TO TOTAL LOT RATIO = 34%

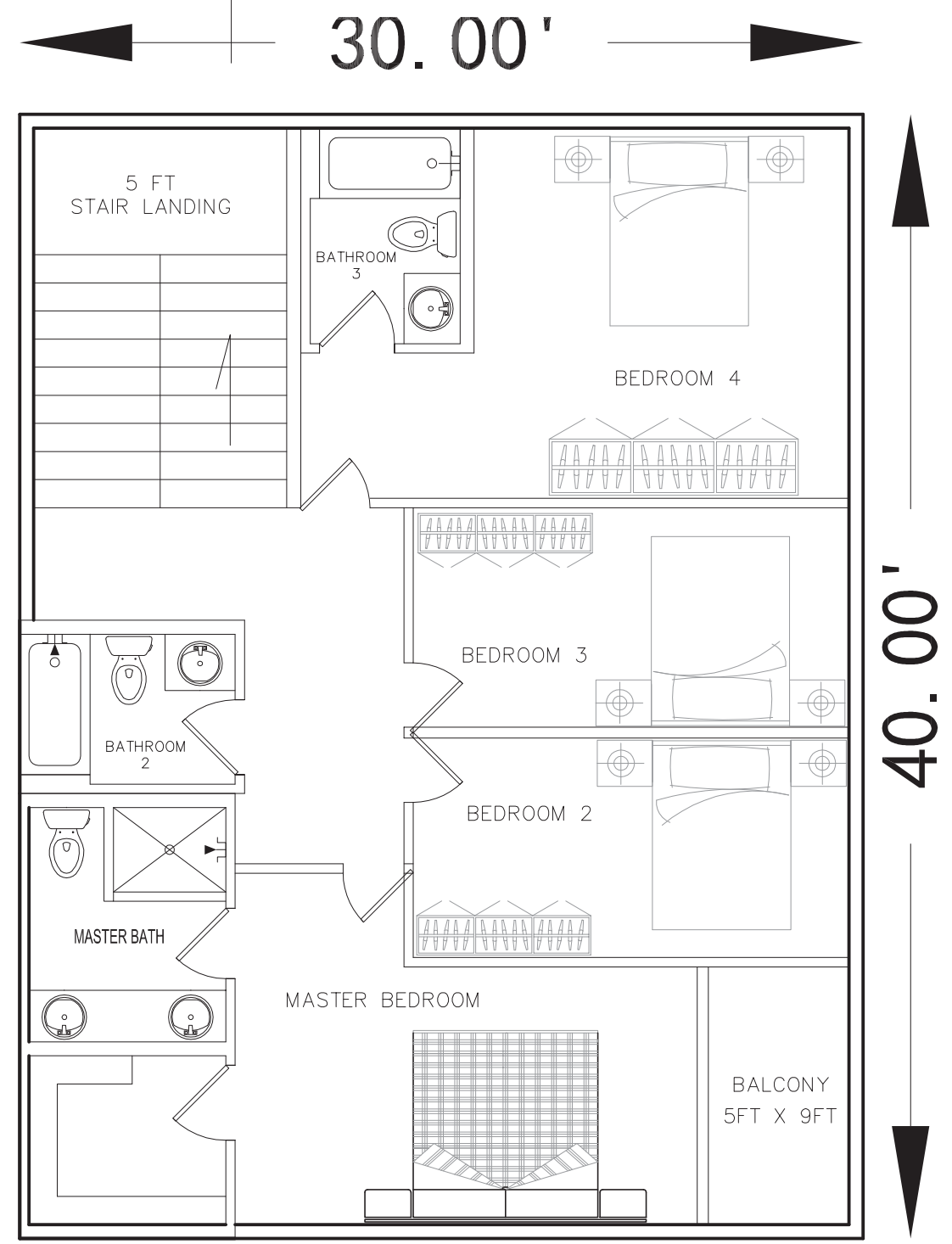
TOTAL IMPERVIOUS AREA = 7,760 SF = 66%
TOTAL PERVIOUS AREA = 4,015 SF = 34%

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
TRUE. 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	ATG	DATE:	January 15, 2025	SCALE:	1" = 10'
CIVIL	-	PROJECT No:	25-004.00		
LANDSCAPING	-	SHEET No:			
INTERIOR	-				
DRAWN BY:	ATG				
CHECKED BY:	ATG				
APPROVED BY:	ATG				

C-001

Re: Reschedule Commissions Meeting

From Build Real Estate Construction and Land Development <buildflrealstate@gmail.com>

Date Fri 11/14/2025 09:28

To Bobby Howell <BHowell@Apopka.net>

Cc Jun Sohn <JSohn@Apopka.net>; Amr Gawad <amrgawad60@gmail.com>; magno_castelo@hotmail.com <magno_castelo@hotmail.com>; edyweyne@gmail.com <edyweyne@gmail.com>; Radley Williams <RWilliams@Apopka.net>

CAUTION: This Email originated from a source outside the City of Apopka. Do not click on links or open attachments unless you recognize the sender and you know the content is safe.

Yes, sir thank you.

Heather Grooms, Real Estate Broker
The Landlord Finders® Build Real Estate
Build Real Estate Construction and Land Development Advisors Inc
Build Florida Real Estate™

Commercial & Residential Mortgage Broker
Nexa Mortgage
NMLS #2074036
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745creditcard.com

BuildLakeCounty.com

BuildingOrlandoHomes.com

BuildOrangeCounty.com

Builtz.net

BuildFloridaWetlands.com

<https://blinq.me/yLXSeIPN3772G9LkoSLW>

On Fri, Nov 14, 2025 at 9:27 AM Bobby Howell <BHowell@apopka.net> wrote:

Good morning,

The next City Council meeting is December 3, 2025. Is this the date you are requesting a continuance to?

Bobby

From: Build Real Estate Construction and Land Development <buildflrealestate@gmail.com>

Sent: Friday, November 14, 2025 9:22 AM

To: Jun Sohn <JSohn@Apopka.net>

Cc: Amr Gawad <amrgawad60@gmail.com>; magno_castelo@hotmail.com; edyweyne@gmail.com; Bobby Howell <BHowell@Apopka.net>; Radley Williams <RWilliams@Apopka.net>

Subject: Re: Reschedule Commissions Meeting

CAUTION: This Email originated from a source outside the City of Apopka. Do not click on links or open attachments unless you recognize the sender and you know the content is safe.

Can you confirm is December 3? When we just spoke, I thought it was the first? Thank you, sir.

Heather Grooms, Real Estate Broker
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BuildFloridaWetlands.com

<https://bling.me/yLXSelPN3772G9LkoSLW>

On Fri, Nov 14, 2025 at 9:18 AM Jun Sohn <JSohn@apopka.net> wrote:

Hi Heather,

Are you officially requesting to remove the continuance of the [155 MA Board St](#) Future Land Use Amendment from the Nov 19 City Council Meeting agenda and reschedule it to the Dec 3 City Council Meeting agenda?

Best,

Jun Sohn, Ph.D.

Planner II

City of Apopka

120 E Main Street

Apopka, FL 32703

From: Build Real Estate Construction and Land Development <buildflrealestate@gmail.com>

Sent: Friday, November 14, 2025 09:10

To: Jun Sohn <JSohn@Apopka.net>; Amr Gawad <amrgawad60@gmail.com>; magno_castelo@hotmail.com <magno_castelo@hotmail.com>; edyweyne@gmail.com <edyweyne@gmail.com>

Subject: Reschedule Commissions Meeting

CAUTION: This Email originated from a source outside the City of Apopka. Do not click on links or open attachments unless you recognize the sender and you know the content is safe.

Good morning and happy Friday. If you'll be so kind to allow us to reschedule the next meeting while we try to schedule with Commissioner Smith and Commissioner Anderson? We had a few attempts, but no response from their team yet. I did speak to the clerk Mrs. Susan and she is relaying the email.

Thank you sir and have a great morning. 🌻

Heather Grooms, Real Estate Broker
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City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 2.

Meeting Date: December 3, 2025

Department: Legal Department

SUBJECT:

Ordinance No. 3143 - First Reading - Certified Recovery Residences

ACTION ITEM INFORMATION:

REQUEST:

Accept First Reading of Ordinance No. 3143 and hold it over for Second Reading and Adoption.

SUMMARY:

Section 397.487(15)(a), Florida Statutes, mandates that by no later than January 1, 2026, each municipality and county in the State of Florida must adopt an ordinance establishing procedures for the review and approval of certified recovery residences. Section 397.487(15)(a), Florida Statutes, further mandates the inclusion within such ordinance of a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence. Section 397.487(15)(b), Florida Statutes, provides that the regulation of the establishment of certified recovery residences must be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.).

Based on this, Ordinance No. 3143 amends Part III, Article 4, Section 4.2 Principal Uses, Subsection 4.2.2 C Principal Use Table – of the Land Development Code of the City of Apopka to allow “Certified Recovery Residences” as a Special Exception use in Residential, Commercial, Industrial, and Mixed-Use Downtown zoning districts.

This item was advertised in the November 21, 2025 edition of the Apopka Chief newspaper.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

Accept First Reading of Ordinance No. 3143 and hold it over for Second Reading and Adoption.

Note: the Planning Commission will consider recommendation of approval at the December 9, 2025 meeting.

ATTACHMENTS:

1. Ordinance No 3143

ORDINANCE NO. 3143

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, RELATING TO THE LAND DEVELOPMENT CODE; AMENDING PART III, ARTICLE 4, SECTION 4.2, SUBSECTIONS 4.2.2 AND 4.2.3, ESTABLISHING A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTES SECTION 397.487; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 397.487(15)(a), Florida Statutes, mandates that by no later than January 1, 2026, each municipality and county in the State of Florida must adopt an ordinance establishing procedures for the review and approval of certified recovery residences; and

WHEREAS, Section 397.487(15)(a), Florida Statutes, further mandates the inclusion within such ordinance of a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, Section 397.487(15)(b), Florida Statutes, provides that the regulation of the establishment of certified recovery residences must be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.); and

WHEREAS, the City of Apopka Planning Commission held a public hearing, with all required public notice, on December 9, 2025 to provide recommendations to the City Council on this Ordinance to amend the Land Development Code and recommend that the City Council adopt the Ordinance; and

WHEREAS, adoption of this Ordinance ensures that the City of Apopka complies with Section 397.487(15), Florida Statutes, and that the best interest of the public health, safety, and welfare is served.

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

*[Words with ~~strikethrough~~ indicate deletions; words with underscore indicate additions; asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.]*

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.

Section II. Principal Use Table Amendment. Part III, Article 4, Section 4.2 Principal Uses, Subsection 4.2.2 C Principal Use Table – of the Land Development Code of the City of Apopka is hereby amended to allow “Certified Recovery Residences” as a permitted use as shown in **Exhibit “A”** attached hereto and a made part hereof.

Section III. Code Amendment. Part III, Article 4, Section 4.2 Principal Uses, Subsection 4.2.3 C Standards Specific to Principal Uses – of the Land Development Code of the City of Apopka is hereby amended as follows:

ARTICLE 4. – USE REGULATIONS

SECTION 4.2. – PRINCIPAL USES

4.2.2. – Principal Use Table

4.2.3. – Standards Specific to Principal Uses

C. Residential Uses

2. Group Living Uses

b. **Adult foster home.** Operation of an adult foster home shall comply with all relevant State and federal laws.

c. **Certified Recovery Residences.**

1. **Purpose and applicability.** The purpose of this section is to establish procedures for review and approval of reasonable accommodation requests to the City’s land use and zoning ordinances, rules, regulations, policies, and procedures that may prohibit establishment of certified recovery residences pursuant to Section 397.487, Florida Statutes. Facilitating reasonable accommodation requests ensures that individuals with a disability and/or handicap have equal opportunity to use and enjoy dwellings, buildings or structures, or to provide accessibility in another manner, as provided by the Federal Fair Housing Amendments Act (42 U.S.C. §§ 3601 et seq. (“FHA”) and Title II of the Americans with

Disabilities Amendments Act (42 U.S.C. §§ 12131 et seq. (“ADA”). For purposes of this section, a “disabled” person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City’s Land Development Code, Code of Ordinances, rules, regulations, policies, or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

2. **Applicant.** Any person who is disabled or a provider of services to disabled individuals qualifying for a reasonable accommodation, collectively referred to as “Applicant” in this subsection, may request a reasonable accommodation to the City’s land use and zoning ordinances, rules, regulations, policies, and procedures that prohibit establishment of certified recovery residences. It is the responsibility of the Applicant to establish that they, or those who are being provided recovery services, are protected individuals under the FHA and/or ADA by demonstrating that the proposed accommodation is reasonable and necessary to afford the Applicant, or those who are being provided services, an equal opportunity to use and enjoy a residential dwelling.

3. **Application Procedure.** A request for reasonable accommodation shall be made to the City’s Development Review Committee. An application for reasonable accommodation must, at a minimum, provide the following:

- (a) Name and contact information of the Applicant or the Applicant’s authorized representative;
- (b) Property address and parcel identification number of where the reasonable accommodation is being requested. If the Applicant is not the owner of the property, then the contact information for the owner and an owner’s authorization form is also required;
- (c) A description of the accommodation and the specific regulation(s) and/or procedures from which the accommodation is sought;
- (d) Reasons the accommodation may be necessary for the Applicant or those who are being provided services;
- (e) A description of the qualifying disability or handicap;
- (f) A certification signed by the Applicant stating: I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS REQUEST IS TRUE AND CORRECT. I UNDERSTAND THAT IF I KNOWINGLY PROVIDE FALSE INFORMATION WITH THIS REQUEST, MY REQUEST SHALL BECOME NULL AND VOID;

- (g) A verification of disability status form executed by someone with personal knowledge of the Applicant's, or those who are being provided services', disability, such as a medical or a social services professional;
- (h) Any additional information or documentation the Applicant feels is necessary to supplement the request for reasonable accommodation.
- (i) Signature of the Applicant and date.

The City's Development Review Committee will date-stamp the application upon receipt and notify the Applicant, in writing, within 30 days if additional information is required. The Applicant must provide the additional information within 30 days. Failure of the Applicant to provide a response within 30 days will result in the application being denied, unless the Applicant requests an extension of time in writing.

4. **Review.** Within 60 days of receiving a completed application, the City's Development Review Committee, or designee, shall review the request for reasonable accommodation and make a determination consistent with the FHA and/or ADA, after considering all of the following:

- (a) Whether the Applicant has established that they are protected under the FHA and/or ADA by demonstrating that they or those being provided recovery services, are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the following must be shown:
 - i. A physical or mental impairment which substantially limits one (1) or more major life activities;
 - ii. That they are regarded as having such impairment; and
 - iii. A record of having such impairment.
- (b) Whether the requested accommodation is reasonable and necessary to afford the Applicant an equal opportunity to use and enjoy the dwelling, building or structure, or provides accessibility in another manner.
- (c) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
- (d) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.

If the City's Development Review Committee, or designee, finds that the requested accommodation will impose an undue financial or

administrative burden on the City or will require a fundamental alteration in the nature of the City's land use and zoning regulation, they may consider whether an alternative reasonable accommodation exists which would effectively meet the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions. In conducting the review, the City's Development Review Committee, or designee, may make a site visit to the property where the reasonable accommodation is being requested.

5. **Determination.** Once review of the request is complete, the City's Development Review Committee, or designee, will make a determination in writing to:

- (a) Approve the reasonable accommodation request in whole or in part, with or without conditions; or
- (b) Deny the reasonable accommodation request, in accordance with state and federal law, and state the objective evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration.

The written determination by the City's Development Review Committee, or designee, shall also include the Applicant's right and method to appeal the determination. If the written determination is not issued within 60 days after receipt of the completed application, the reasonable accommodation request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. **Appeals.** Applicant shall have 30 days from the date of the City's Development Review Committee, or designee's written determination, to appeal the determination or any conditions included therein, to the City Council. Appeals must be made in writing and include the name of the Applicant, address and contact information, a written summary of the reason for the appeal, and an explanation of why the determination or condition is in error. Appeals shall be submitted to the City Council. The City Council shall issue a final decision on the appeal within 45 days of submitting the appeal to City Council.

7. **No Fee.** There shall be no fee imposed by the City for the reasonable accommodation request process outlined in this section.

8. **Stay of Enforcement.** While a request for reasonable accommodation, or its appeal, is pending, the City will not enforce any applicable land use and zoning ordinances, rules, regulations, policies, and procedures against the Applicant.

9. **Expiration of Approvals.** Approval of requests for reasonable accommodation shall expire within one hundred eighty (180) days if not implemented.
10. **Revocation of Reasonable Accommodation.** Any reasonable accommodation received shall be deemed revoked if the Applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases. Failure to obtain state certification or a required state license, or failure to maintain state certification or a required state license or alternate certification permitted by this section, shall result in revocation of the reasonable accommodation and cessation of operations within sixty (60) days of termination of the license or certification.
11. **Confidential Information.** Should the information provided by the Applicant to the City include medical information or records, including records indicating the medical condition, diagnosis, or medical history of the disabled individual(s), such individual(s) may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual(s).
12. **General Provisions.** The following general provisions are applicable to all reasonable accommodation requests:
 - (a) The Applicant may apply for a reasonable accommodation on their own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by Applicant as a power of attorney.
 - (b) In the event that a reasonable accommodation is granted, the Applicant shall continue to comply with any and all other applicable building and/or permitting processes required by the City's Code of Ordinances and Land Development Code and all other state and federal laws.
 - (c) A reasonable accommodation is specific to the Applicant and does not run with the subject property.

ed. **Continuing care retirement community.**

1. Age restrictions on community residents shall comply with the federal Fair Housing Act.

2. The number of nursing care beds shall not be more than 20 percent of the total number of permitted dwelling units.
3. The community may include retail commercial uses as ancillary to the principal residential and healthcare uses.

Section IV. Conflicts. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section V. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section VI. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

READ FIRST TIME:

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:

EXHIBIT “A”

C. Principal Use Table

Table 4.2.2.C: Principal Use Table																										
P = permitted use																										
A = allowed use in a PD district if approved as part of a PD Plan																										
S = allowed with approval of special exception																										
Blank cell = use is prohibited																										
Principal Use Category	Principal Use Type	Agricultural & Transitional Districts		Residential Districts							Commercial Districts					Industrial Districts		Special Purpose Districts							Planned Development District	Use-Specific Standards
		AG	T	RCE	RSF-1A	RSF-1B	RTF	RMF	RMU	MHP	C-N	C-C	O	C-COR	C-R	I-L	I-H	MU-D	MU-ES			INST	PR	AIR	PD	
																		NM	GT	RTE						
Rural and Agricultural																										
Agriculture/Forestry Uses	Agricultural production	P	P																							
	Apiaries	P	P	P										S	P	P									4.2.3.B.1.a	
	Community garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P		P	4.2.3.B.1.b	
	Forestry	P	P	P																						
	Greenhouse and nursery	P	P	P																						
	Keeping horses or ponies	P	P	P																					4.2.3.B.1.c	
	Other agricultural use	P	P																							
Agricultural/Forestry-Related Uses	Agriculture research facility	P																		P						
	Agritourism ([ch.] 570, Fla. Stat.)	P		P																						
	Equestrian center	P																						A	4.2.3.B.1.d	
	Farm distribution hub	P																								
	Farm supply sales and farm machinery/implement sales, rental, or repair	P													P											
	Farm winery	P		P																				A		
	Riding stable	P		P																				A	4.2.3.B.1.e	
	Rural corporate retreat	P		P																				A		
Open Space Uses	Arboretum or botanical garden	P	P	P	P	P	P	P	P		P	P		P	P		P	P	P	P	P	P		A		
	Cemetery	P	P																	S	P	S		A	4.2.3.B.2.a	
	Park		P	P	P	P	P	P	P	P	P	P	P	P			P			P	P	P		A		
Residential																										
Household Living Uses	Accessory dwelling unit	S		S	S												S								4.2.3.C.1.b	
	Dwelling, live-work							P	P	P	P	P	P	P			P	P	P	P				A	4.2.3.C.1.a 4.2.3.C.1.b	

	Dwelling, mobile home	P								P																4.2.3.C.1.a 4.2.3.C.1.d
	Dwelling, multifamily							P	P		P	P	P	P	P			P	P	P	P				A	4.2.3.C.1.a
	Dwelling, single-family detached	P	P	P	P	P	P	P										P	P	P					A	4.2.3.C.1.a 4.2.3.C.1.e
	Dwelling, townhome							P	P			P	P	P	P			P	P	P	P				A	4.2.3.C.1.a
	Dwelling, two-family (duplex)							P	P										P	P	P				A	4.2.3.C.1.a 4.2.3.C.1.e.2
Group Living Uses	Assisted living facility	S		S	S	S	S	S	S			S						S	P	P	S				A	4.2.3.C.2.a
	Adult living facility, extended congregate care	S		S	S	S	S	S	S			S						S	S	S	S				A	4.2.3.C.2.a
	Adult foster home	S		S	S	S	S	S	S			S						S	S	S	S				A	4.2.3.C.2.a 4.2.3.C.2.b
	Boardinghouse or roominghouse	S		S	S	S	S	S	S			S						S	S	S	S					4.2.3.C.2.a
	Certified Recovery Residences	<u>S</u>		<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>			<u>S</u>						<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>				<u>A</u>	<u>4.2.3.C.2.a</u>
	Child foster home	S		S	S	S	S	S	S			S						S	S	S	S				A	4.2.3.C.2.a
	Continuing care retirement community	S		S	S	S	S	S	S			S						S	P	P	S				A	4.2.3.C.2.a 4.2.3.C.2.c
	Emergency shelter or home	S		S	S	S	S	S	S			S						S	S	S	S				A	4.2.3.C.2.a
	Family day care home	S		S	S	S	S	S	S			S						S	S	S	S				A	4.2.3.C.2.a
Public, Civic, and Institutional																										
Communications Uses	Broadcasting studio											P		P	P	P		P		P	P				A	
	Newspaper/periodical publishing establishment											P	P	P	P	P		P		P	P				A	
	Wireless telecommunications tower	See Sec. 70-24 Approved Uses and Sec. 70-25 Special Exceptions, of the Code of Ordinances																							4.2.3.D.1.a	
Community Service Uses	Adult day care facility	S		S	S	S	S	P	P		S	P	P	P	P			P	P	P	P				A	4.2.3.D.2.a
	Child care facility	S		S	S	S	S	P	P		S	S	S	S	S			P	P	P	P				A	4.2.3.D.2.b
	Club or lodge											P		P	P	P		P	P	P	P				A	
	Community center/facility							P	P			P	P	P	P			P	P	P	P	P	P		A	
	Cultural facility	S					S	S	P		S	P		P	P			P	P	P	P	P	P		A	
	Emergency services facility						S	P	P			P	P	P	P	P	P	P	P	P	P	P			A	
	Philanthropic institution							S	S		S	P			P			P	P	P	P	P			A	
	Post office	S							S		S	P	P	P				P	P	P	P	P			A	
	Place of worship	S		S	S	S	S	S	S		S	P	P	P	P			S	S	S	S	S			A	4.2.3.D.2.b.7
Educational Uses	Boarding school														P					P		P			A	
	College or university								S			P	P		P			S	S	P	P	P			A	
	School, elementary, middle, or high	S		S	S	S	S	S	P		S	P	S	P	P			P	P	P	P	P			A	
	Vocational or trade school	S						S	P			S	S	S	S	P		S	S	S	S	P			A	
Health Care Uses	Clinic	S						S	P		P	P	P	P	P	P		P	P	P		P			A	
	Hospital								S			P		P	P			P			P	P			A	4.2.3.D.3.a
	Medical or dental lab							S	P			P	P	P	P	P		P		P	P	P			A	

	Medical marijuana dispensary																										
	Nursing home facility							S	S			S							P	P	P	P			A	4.2.3.D.3.b	
Transportation Uses	Airport																						P			4.2.3.D.4.a	
	Heliport																					S		P	A	4.2.3.D.4.b	
	Park and ride facility											P		P	P	P		P		P	P				A		
	Parking facility (as a principal use)											P	P	P	P	P		P	S	S	S	P	P	P	A	4.2.3.D.4.c	
	Terminal														P	P		P						P	A		
Utility Uses	Solar energy collection facility (large-scale)	P														P	P						P			A	
	Utility facility, major	P	P						S			P		S	P	P	P	S			S	P			A	4.2.3.D.5.a	
	Utility facility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			A		
Commercial																											
Adult Uses	Adult book store or video store	See Chapter 10, Article III, Division 4. Locational Requirements, of the Code of Ordinances																									4.2.3.E.1
	Adult entertainment																										
Animal Care Uses	Animal shelter	P										P		P	P	P	P			P	P				A		
	Kennel	P										P		P	P	P	P			P	P				A	4.2.3.E.2.a	
	Kennel, hobby	P																			P				A		
	Pet beauty parlor								P		S	P		P	P	P		P	P	P	P				A		
	Veterinary hospital or clinic											P		P	P	P		P	P	P	P				A	4.2.3.E.2.b	
Business Support Service Uses	Business service center								P			P	P	P	P	P		P	P	P	P				A		
	Conference or training center												P	P	P			P		P	P				A	4.2.3.E.3.a	
	Data processing facility								P			P	P	P	P	P		P	P	P	P				A		
	Employment or travel agency								P			P	P	P	P			P	P	P	P				A		
	Telephone call center												P			P									A		
Eating or Drinking Establishment Uses	Alcoholic beverage establishments								P		P	P	P	P	P		P	P	P	P					A	4.2.3.E.4.a 4.2.3.E.4.b	
	Brewpub or microbrewery								P		P	P	S	P	P	P		P	P	P	P				A	4.2.3.E.4.a 4.2.3.E.4.c	
	Cigar bar											S						S							A		
	Mobile Food Vendor								P		P	P	P	P	P	P		P	P	P	P	P			A	4.2.3.E.4.a 4.2.3.E.4.e	
	Restaurant							S	P		P	P	P	P	P		P	P	P	P					A	4.2.3.E.4.a	
	Restaurant, drive-in											P		P	P			S		P	P				A	4.2.3.E.4.a 4.2.3.E.4.d	
	Restaurant, fast food											P		P	P					P	P				A	4.2.3.E.4.a	
Funeral and Mortuary Services Uses	Crematory													P	P	P	P								A		
	Funeral home or mortuary											P		P	P	P	P	P		P	P				A		
Office Uses	Contractor's office														P	P	P	P	P	P	P				A		
	General business								P		S	P	P	P	P	P		P	P	P	P				A		

	Office, professional								P		P	P	P	P	P	P		P	P	P	P				A	
Personal Service Uses	Art, music, dance, or martial arts studio/school								P		P	P		P	P	P		P	P	P	P				A	
	Beauty salon or barber shop								P		P	P	P	P	P			P	P	P	P				A	
	Confectionery store, ice cream, candy								P		P	P	S	P	P			P	P	P	P				A	
	Dry cleaning or laundry drop-off/pick-up establishment								P		P	P		P	P	P		P	P	P	P				A	
	Fortune telling establishment													P	P				P	P					A	
	Laundry, self-service								P		P	P		P	P			P	P	P					A	
	Lawn care, pool, or pest control service													P	P	P		S		P					A	
	Massage establishment								P					P	P				P	P	P				A	
	Nail care establishment								P		P	P		P	P			P	P	P	P				A	
	Pawnshop														P					P	P				A	
	Personal or household goods repair establishment								P		P	P		P	P			P		P	P				A	
	Tanning salon								P					P	P			S	P	P	P				A	
	Tattoo or body-piercing establishment													P	P				P	P					A	
	Taxidermy													P	P	P									A	
	Tobacco shop											P	S	P	P			S	P	P	P				A	
Recreation/Entertainment Uses	Arena, stadium, or amphitheater															S		P				S	S		A	4.2.3.E.5.a
	Cinema								P		S	P		P	P			P	P	P	P				A	
	Country club	P		P	P	P						P		P											A	
	Golf course	P	P	P	P	P	P	P						P							P		P		A	
	Golf driving range	P		P								P		P							P		P		A	
	Nightclub								P		S	P		P	P			P	P	P					A	
	Performance arts theater								P		S	P		P	P			P	P	P		P			A	
	Recreation facility, indoor								P			P		P	P	P	P	P	P	P	P		P		A	
	Recreation facility, outdoor	P					S	P	S			P		P	P	P		P		P	P		P		A	4.2.3.E.5.b
Retail Sales and Service Uses	Alcoholic beverage establishments	See alcoholic beverage establishments under Eating or Drinking Establishment Uses																							4.2.3.E.6.a	
	Bank or other financial institution								P		P	P	P	P	P	P		P	P	P	P				A	4.2.3.E.6.b
	Check cashing business													P	P			P	P	P	P					0
	Consumer goods establishment								P		S	P		P	P	P		P	P	P	P				A	
	Drug store or pharmacy								P		P	P	P	P	P	P		P	P	P	P				A	
	Farmers' market	P							P		S	P		P	P			P	P	P	P				A	4.2.3.E.6.d
	Flea market															S									A	4.2.3.E.6.e
	Grocery store and food market								P		P	P		P	P			P	P	P	P				A	

	Small box discount store													S	S	S		S							A	4.2.3.E.6.f
Vehicle Sales and Service Uses	Automobile service station								S			S		P	P	P	P	S		P	P				A	4.2.3.E.7.a
	Car wash (enclosed)										S		S	S			S									4.2.3.E.9
	Commercial fuel depot													P		P										4.2.3.E.7.b
	Commercial vehicle repair and maintenance													P	P	P									A	4.2.3.E.7.c
	Commercial vehicle sales and rentals													P	P	P									A	
	Personal vehicle repair and maintenance (enclosed)											P		P	P	P	P								A	4.2.3.E.7.b.1
	Personal vehicle sales and rentals											P		P	P										A	4.2.3.E.7.e
	Taxi or limousine service facilities											P		P	P	P									A	
	Vehicle equipment and supplies sales and rentals											P		P	P		P								A	
	Vehicle paint finishing shop															P	P									
	Vehicle or trailer storage yard														S		P									
	Vehicle towing or wrecker service														S		P									
Visitor Accommodation Uses	Bed & breakfast	S		S	S	S	S											P		P	P				A	
	Hotel or motel								P			P			P			P	P	P	P				A	
Water-Related Uses	Boat sales, rental, service, or repair													P	P		P								A	4.2.3.E.8.a
	Boat storage yard														P		P								A	
	Marina			S											P	P					P				A	
	Waterfront fuel sales			S											P	P									A	
Industrial																										
Extraction Uses	Surface mining																S									4.2.3.F.1 4.2.3.F.2.a
Industrial Service Uses	Building, heating/air conditioning, plumbing, or electrical contractor's storage yard															P	P	S								4.2.3.F.1
	Dry-cleaning, laundry, or carpet-cleaning plant															P	P									4.2.3.F.1 4.2.3.F.3.a
	Educational, scientific, or industrial research and development												P	P		P		P	P	P	P					4.2.3.F.1
	Fuel oil or bottled gas distribution																S									4.2.3.F.1
	Fuel oil storage																P									4.2.3.F.1
	General industrial services (enclosed)															P	P	S								4.2.3.F.1

	Heavy equipment sales, rental, repair, servicing or storage														S	S											4.2.3.F.1
	Machine shop														P	P	S										4.2.3.F.1
	Metal-working, welding, plumbing, or gas, steam, or water pipe fitting														P	P	S										4.2.3.F.1
	Repair of scientific or professional instrument											P		P	P	P		P			P						4.2.3.F.1
Manufacturing and Production Uses	Asphalt plant															P											4.2.3.F.1
	Bakery												P	P	P	P	P										4.2.3.F.1
	Brewery or distillery												P	P	P	P	P			P					A		4.2.3.F.1
	Concrete batching plant															P											4.2.3.F.1
	Food processing or beverage bottling														S	P									A		4.2.3.F.1
	Manufacturing, assembly, or fabrication, heavy															P				P							4.2.3.F.1
	Manufacturing, assembly, or fabrication, light														P	P	S										4.2.3.F.1 4.2.3.F.4.a
Warehouse and Freight Movement Uses	Consolidated storage (self-service storage)											S		S	P	P											4.2.3.F.1 4.2.3.F.5.b
	Moving and storage facility														P	P											4.2.3.F.1
	Outdoor storage (as a principal use)													S	S	P											4.2.3.F.1 4.2.3.F.5.a
	Warehouse, distribution														P	P				P							4.2.3.F.1
	Warehouse, storage														P	P	S			P							4.2.3.F.1
Waste-Related Uses	Composting facility														P	P									A		4.2.3.F.1
	Incinerator															P											4.2.3.F.1
	Land clearing debris disposal facility															P											4.2.3.F.1
	Recovered materials processing facility															P											4.2.3.F.1 4.2.3.F.6.b
	Recycling drop-off center														P	P									A		4.2.3.F.1 4.2.3.F.6.a
	Salvage/recycling facility															P											4.2.3.F.1
	Solid waste transfer station														P	P											4.2.3.F.1 4.2.3.F.6.c
Wholesale Uses	Showroom, wholesale													P	P	P	S			P							4.2.3.F.1
	Other wholesale use														P	P	S										4.2.3.F.1



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 3.

Meeting Date: December 3, 2025

Department: City Clerk

SUBJECT:

Ordinance No. 3144 - First Reading Amendment to the City of Apopka General Employees' Retirement System

ACTION ITEM INFORMATION:

REQUEST:

Approve Ordinance No. 3144 First reading and hold over for a second reading and adoption on December 17, 2025.

SUMMARY:

The proposed Ordinance No. 3144 amends provisions of the City of Apopka General Employees' Retirement System to implement a benefit enhancement selected by the plan members. Pursuant to direction from the Board of Trustees of the General Employees' Retirement System, eligible members were provided the opportunity, by majority vote, to select between two proposed benefit enhancement options.

The membership voted in favor of an increase to the benefit multiplier, which determines the calculation of retirement benefits. This enhancement will be funded in part through an increased member contribution rate, as outlined in the accompanying actuarial impact statement.

This ordinance codifies the approved changes to the retirement plan and ensures continued compliance with applicable state laws and actuarial soundness requirements.

FUNDING SOURCE:

Funding will come from Members of the Plan as well as the City.

RECOMMENDED MOTION:

Approve Ordinance No. 3144 First reading and hold over for a second reading and adoption on December 17, 2025.

ATTACHMENTS:

1. Ordinance No. 3144 - General Employees Pension Plan - adjustment multiplier
2. Apopka Gen Ees - 2025 Actuarial Impact Statement signed

ORDINANCE NO. 3144

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 54 “RETIREMENT SYSTEMS,” ARTICLE II, “GENERAL EMPLOYEES’ RETIREMENT SYSTEM,” BY AMENDING SECTION 54-23, “CONTRIBUTIONS” TO PROVIDE FOR AN INCREASE IN THE MEMBER CONTRIBUTION RATE; AMENDING SECTION 54-24 “BENEFIT AMOUNTS AND ELIGIBILITY” TO PROVIDE FOR AN INCREASE IN THE RETIREMENT BENEFIT MULTIPLIER; AMENDING SECTION 54-32 “MINIMUM DISTRIBUTION OF BENEFITS” TO ADJUST THE REQUIRED MINIMUM DISTRIBUTION AGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND SETTING AN EFFECTIVE DATE.

WHEREAS, The City of Apopka, Florida has established the City of Apopka General Employees’ Retirement System for the benefit of its employees and their beneficiaries; and

WHEREAS, members of the General Employees’ Retirement System were provided the opportunity, by majority vote, to choose between two benefit enhancement options, and the members have chosen an increase in the benefit multiplier, to be funded in part by an increased member contribution rate; and

WHEREAS, certain changes to the City’s retirement systems are required to maintain compliance with applicable federal law; and

WHEREAS, in order to implement such changes, amendment of the City of Apopka General Employees’ Retirement System is required.

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 54, RETIREMENT SYSTEMS, ARTICLE II, SECTION 54-23 CONTRIBUTIONS shall be amended as follows:

Sec. 54-23. Contributions.

(a) Member contributions.

- (1) *Amount.* Members of the system shall be required to make regular contributions to the fund in the amount of ~~4.9~~5.5 percent of their salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board at least monthly. The contributions made by each member to the fund shall be designated as employer contributions pursuant to section 414(h) of the Internal Revenue Code. Such designation is contingent upon the

contributions being excluded from the member's gross income for federal income tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

- (2) *Method.* Such contributions shall be made by payroll deduction.

* * * *

SECTION III. CHAPTER 54, RETIREMENT SYSTEMS, ARTICLE II, SECTION 54-24 BENEFIT AMOUNTS AND ELIGIBILITY shall be amended as follows:

Sec. 54-24. Benefit amounts and eligibility.

- (a) *Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with or the next following the attainment of age 57 years and the completion of five years of credited service. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become 100 percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date.
- (b) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during the member's lifetime, ceasing upon death. The monthly retirement benefit for members who separate from service with the City prior to [EFFECTIVE DATE] shall equal 2.75 percent of the average final compensation for each year of credited service. The monthly retirement benefit for members who separate from service with the City on or after [EFFECTIVE DATE], shall equal 3.0 percent of average final compensation for each year of credited service.

* * * *

SECTION IV. CHAPTER 54, RETIREMENT SYSTEMS, ARTICLE II, SECTION 54-32 MINIMUM DISTRIBUTION OF BENEFITS shall be amended as follows:

Sec. 54-32. Minimum distribution of benefits

* * * *

- (b) *Time and manner of distribution.*
- (1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date, which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70½~~ 73 years or the calendar year in which the member retires, unless otherwise provided for in the plan or required by law.
- (2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed, no later than as follows:
- a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year

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immediately following the calendar year in which the member died, or by December 31 of the calendar year in which the member would have attained age ~~70½~~ 73 years, if later. Effective for calendar years beginning after December 31, 2023, a member's surviving spouse may elect to be treated as the deceased member, solely for purposes of the required minimum distribution rules under this section; provided however, that such election must be in writing and shall be irrevocable.

* * * *

SECTION V. 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. All ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict.

SECTION VII. 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 VIII. *EFFECTIVE DATE:* 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, CMC, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: _____, 2025

_____, 2025

APPROVED as to form and legality for use
of and reliance by the City of Apopka,
Florida.

Clifford B. Shepard, City Attorney

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CITY OF APOPKA
MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

November 25, 2025

(Page 1)

This statement outlines the projected impact on the Total Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution resulting from the following proposed amendments to the Code of Ordinances, Chapter 54, Sections 23, 24, and 32.

1) Sec. 54-23 - Contributions

- a. The proposed amendment to the plan will increase members contributions from 4.9% of their salary to 5.5% of their salary.

2) Sec. 54-24 - Benefit amounts and eligibility

- a. The proposed amendment to the plan will change the monthly retirement benefit from 2.75% of the average final compensation for each year of credited service to 3.00% of the average final compensation for each year of credited service.

The combined plan changes under Sections 54-23 and 54-24 will have the following impact on the plan's projected Total Required Contribution:

	<u>(Annual Impact)</u>		
	<u>Prior</u>	<u>Proposed</u>	<u>Change</u>
Total Required Contribution:	\$3,500,000	\$3,930,000	\$430,000
Estimated Employee Contribution:	\$850,000	\$960,000	\$110,000
Estimated Employer Contribution:	\$2,650,000	\$2,970,000	\$320,000

For the first year, the prorated impact is:

	<u>Change</u>
Total Required Contribution:	\$322,500
Estimated Employee Contribution:	\$82,500
Estimated Employer Contribution:	\$240,000

** Please also note that all assumptions and methods used in the Impact Statement are the same as those reflected in the 10/1/2024 Actuarial Valuation Report.*

CITY OF APOPKA
MUNICIPAL GENERAL EMPLOYEES' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

November 25, 2025

(Page 2)

3) Sec. 54-32 – Minimum Distribution of Benefits

- a. The proposed amendment to the plan to extend the Required Minimum Distribution (RMD) age from age 70 ½ to age 73, pursuant to the Secure 2.0 Act, will have no impact on the plan's projected Total Required Contribution.

The changes presented are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



David V. Pappalardo, FSA, EA, FCA, MAAA
Enrolled Actuary #23-5283

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented reflects the cost of the benefit improvement.

Chairman, Board of Trustees



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 4.

Meeting Date: December 3, 2025

Department: Administration

SUBJECT:

Ordinance No. 3148 - First Reading Amendment to the Police Officers Retirement System

ACTION ITEM INFORMATION:

REQUEST:

Approve Ordinance No. 3148 at First Reading and hold over for a Second Reading and adoption on December 17, 2025.

SUMMARY:

The proposed Ordinance No. 3148 amends provisions of the City of Apopka Police Officers Retirement System. This change is in compliance with the changes of the Secure 2.0 Act which changes the Required Minimum Distributions (RMD's) to age 73.

This ordinance codifies the approved changes to the retirement plan and ensures continued compliance with applicable state laws and actuarial soundness requirements.

FUNDING SOURCE:

Funding will come from Members of the Plan as well as the City.

RECOMMENDED MOTION:

Approve Ordinance No. 3148 First reading and hold over for a Second reading on December 17th, 2025 and adoption.

ATTACHMENTS:

1. Ord. 3148 - First Reading Amendment to the City of Apopka Police Officer Pension Plan.

ORDINANCE NO. 3148

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 54 "RETIREMENT SYSTEMS," ARTICLE IV, "POLICE OFFICERS' RETIREMENT SYSTEM," BY AMENDING SECTION 54-134, "MINIMUM DISTRIBUTION OF BENEFITS" TO ADJUST THE REQUIRED MINIMUM DISTRIBUTION AGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND SETTING AN EFFECTIVE DATE.

WHEREAS, The City of Apopka, Florida has established the City of Apopka Police Officers' Retirement System for the benefit of its employees and their beneficiaries; and

WHEREAS, certain changes to the City's retirement systems are required, in order to maintain compliance with applicable federal law; and

WHEREAS, in order to implement such changes, amendment of the City of Apopka Police Officers' Retirement System is required.

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 54, RETIREMENT SYSTEMS, ARTICLE II, SECTION 54-134 MINIMUM DISTRIBUTION OF BENEFITS shall be amended as follows:

Sec. 54-134. Minimum distribution of benefits

* * * *

(b) Time and manner of distribution.

- (1) Required beginning date.** The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date, which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70½~~73 years or the calendar year in which the member retires, unless otherwise provided for in the plan or required by law.
- (2) Death of member before distributions begin.** If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - a.** If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by December 31 of the calendar year in which the member would have attained age ~~70½~~73 years, if later.

ORDINANCE NO. 3148

PAGE 2 OF 2

Effective for calendar years beginning after December 31, 2023, a member's surviving spouse may elect to be treated as the deceased member, solely for purposes of the required minimum distribution rules under this section; provided however, that such election must be in writing and shall be irrevocable.

* * * *

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. All ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict.

SECTION V. 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 VI. *EFFECTIVE DATE*: 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, CMC, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: _____, 2025

_____, 2025

APPROVED as to form and legality for use
of and reliance by the City of Apopka,
Florida.

Clifford B. Shepard, City Attorney

CITY OF AOPKA
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT
November 25, 2025

This statement outlines the projected impact on the Total Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution resulting from the following proposed amendments to the Code of Ordinances, Chapter 54, Section 134.

1) Sec. 54-134 – Minimum Distribution of Benefits

- a. The proposed amendment to the plan to extend the Required Minimum Distribution (RMD) age from age 70 ½ to age 73, pursuant to the Secure 2.0 Act, will have no impact on the plan's projected Total Required Contribution.

The changes presented are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



David V. Pappalardo, FSA, EA, FCA, MAAA
Enrolled Actuary #23-5283

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented reflects the cost of the benefit improvement.

Chairman, Board of Trustees



City of Apopka CITY COUNCIL STAFF REPORT

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

Item #: 5.

Meeting Date: December 3, 2025

Department: Administration

SUBJECT:

Ordinance No. 3149 - First Reading Amendment to the City of Apopka Firefighters Pension Plan

ACTION ITEM INFORMATION:

REQUEST:

Approve Ordinance No. 3149 First reading and hold over for a second reading and adoption on December 17, 2025.

SUMMARY:

The proposed Ordinance No. 3149 amends provisions of the City of Apopka Firefighters Retirement System. This change is in compliance with the changes of the Secure 2.0 Act which changes the Required Minimum Distributions (RMD's) to age 73.

This ordinance codifies the approved changes to the retirement plan and ensures continued compliance with applicable state laws and actuarial soundness requirements.

FUNDING SOURCE:

Funding will come from Members of the Plan as well as the City.

RECOMMENDED MOTION:

Approve Ordinance No. 3149 First reading and hold over for a second reading and adoption on December 17, 2025.

ATTACHMENTS:

1. Ord. 3149 – First Reading Amendment to the City of Apopka Firefighters Pension Plan.

ORDINANCE NO. 3149

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 54 "RETIREMENT SYSTEMS," ARTICLE III, "FIREFIGHTERS' RETIREMENT SYSTEM," BY AMENDING SECTION 54-81, "MINIMUM DISTRIBUTION OF BENEFITS" TO ADJUST THE REQUIRED MINIMUM DISTRIBUTION AGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND SETTING AN EFFECTIVE DATE.

WHEREAS, The City of Apopka, Florida has established the City of Apopka Firefighters' Retirement System for the benefit of its employees and their beneficiaries; and

WHEREAS, certain changes to the City's retirement systems are required, in order to maintain compliance with applicable federal law; and

WHEREAS, in order to implement such changes, amendment of the City of Apopka Firefighters' Retirement System is required.

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 54, RETIREMENT SYSTEMS, ARTICLE II, SECTION 54-81 MINIMUM DISTRIBUTION OF BENEFITS shall be amended as follows:

Sec. 54-81. Minimum distribution of benefits

(b) Time and manner of distribution.

- (1) Required beginning date.** The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date, which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~70½~~73 years or the calendar year in which the member retires, unless otherwise provided for in the plan or required by law.
- (2) Death of member before distributions begin.** If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - a.** If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by December 31 of the calendar year in which the member would have attained age ~~70½~~73 years, if later.

ORDINANCE NO. 3149

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Effective for calendar years beginning after December 31, 2023, a member's surviving spouse may elect to be treated as the deceased member, solely for purposes of the required minimum distribution rules under this section; provided however, that such election must be in writing and shall be irrevocable.

* * * *

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. All ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict.

SECTION V. 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 VI. *EFFECTIVE DATE*: 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, CMC, City Clerk

DULY ADVERTISED FOR PUBLIC HEARING: _____, 2025

_____, 2025

APPROVED as to form and legality for use
of and reliance by the City of Apopka,
Florida.

Clifford B. Shepard, City Attorney

CITY OF AOPKA
MUNICIPAL FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT
November 25, 2025

This statement outlines the projected impact on the Total Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution resulting from the following proposed amendments to the Code of Ordinances, Chapter 54, Section 81.

1) Sec. 54-81 – Minimum Distribution of Benefits

- a. The proposed amendment to the plan to extend the Required Minimum Distribution (RMD) age from age 70 ½ to age 73, pursuant to the Secure 2.0 Act, will have no impact on the plan's projected Total Required Contribution.

The changes presented are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



David V. Pappalardo, FSA, EA, FCA, MAAA
Enrolled Actuary #23-5283

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented reflects the cost of the benefit improvement.

Chairman, Board of Trustees