APOPKA CITY COUNCIL AGENDA

February 4, 2026 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 issues that may or may not be on today's Agenda. If you are here for a matter that requires a public hearing, please wait for that item to come up on the agenda. If you wish to address the Council, you must fill out an Intent to Speak form and provide it to the City Clerk prior to the start of the meeting. If you wish to speak during the Public Comment Period, please fill out a green-colored Intent-to-Speak form. If you wish to speak on a matter that requires a public hearing, please fill out a white-colored Intent-to-Speak form. Speaker forms may be completed up to 48 hours in advance of the Council meeting. Each speaker will have four minutes to give remarks, regardless of the number of items addressed. Please refer to Resolution No. 2025-19 for further information regarding our Public Participation Policy & Procedures for addressing the City Council.

APPROVAL OF MINUTES

1. **Approval of Regular Meeting Minutes of January 21, 2026.**

AGENDA REVIEW

CONSENT (Action Item)

1. **Authorize Submission of Discover Card Class Action Claim**
2. **Authorize expenditure from the State Law Enforcement Trust Fund — Mental Health Association of Central Florida**
3. **Authorize expenditure from the State Law Enforcement Trust Fund - Central Florida Council, Scouting America**
4. **Authorize the execution of piggyback contracts for the assigned terms: Sewer Equipment Co. of America.**
5. **Authorize the issuance of Sole Source Memo: Parkson Corporation**

BUSINESS (Action Item)

1. **Freshfields Farm Apopka - Major Development Plan and Construction Site Plan**
   Owner(s): Apopka 3, LLC
   Applicant: Bowman Consulting c/o Dane Fray, P.E.
   Parcel Identification Number(s): 24-21-28-0000-00-005
   Location: 1819 Armanda Borjas Jr. Way
   Future Land Use: Commercial
   Zoning: C-C (Community Commercial)
   Existing Use(s): Vacant
   Proposed Use: 17,550 SF specialty retail perishable food store
   Intensity: 0.25 Floor Area Ratio Maximum; 0.07 Proposed

Tract Size: 5.58 +/- Acres
Presented by: Jean Sanchez, Senior Planner

2. **Assignment of Oakview Oversizing Utility Line and Partial Construction Reimbursement Agreement between the Hanover Family Builders, LLC and the City of Apopka to Landsea Homes**
Presented by: Blanche Sherman, Finance Director, Vladimir Simonovski, Public Works Director

3. **Authorize the execution of contracts with Core & Main LP, and Onsyte Performance, Inc., per the assigned terms.**
Presented by: Blanche Sherman, Finance Director

4. **City Investment Portfolio Update and Proposed Policy Changes to Incorporate Cemetery**

Presented by: Blanche Sherman, Finance Director, and Glen Scott with Morgan Stanley

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. **Ordinance No. 3154 - First Reading - Quasi-Judicial - Change of Zoning - Lester Road Subdivision**
Owner(s): Christopher Williams and Katrina Bennett
Applicant(s): Thomas Faber
Location: 550 W. Lester Road
Project: 3.05 +/- Acres
Density: Maximum 3.5 DU/AC
Project Manager: Amer Hamza
Presented by: Amer Hamza, Planner

2. **Resolution No. 2025-47 - Extending the East Kelly Park Street Lighting District (Ridgebrook Subdivision f.k.a Plymouth Harbor)**

Presented by: Amer Hamza, Planner

3. **Resolution No. 2026-07 Amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026.**

Presented by: Blanche Sherman, Finance Director

4. **Resolution No. 2026-08 Establishing a Rate Reduction (Decrease) for services provided by Water, Wastewater, and Reclaim Water Utilities**

Presented by: Blanche Sherman and Shawn Ocasio with Raftelis

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

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

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

within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

CITY OF APOPKA MINUTES

Minutes of the City Council Meeting held on January 21, 2026 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, 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:

- **Supervisor Dr. O –** Nurseries, commerce, sources in Apopka.
- **Dr. Jim Moyer –** Orange Soil and Water Conservation.
- **Albert McKimmie –** Infrastructure and Golden Gem Road.
- **Commissioner Christine Moore –** Stormwater implements on Ocoee Apopka Road and Rock Springs Road.
- **Sylvester Hall –** Leadership.
- **Rod Olsen –** NWRC Field Rental Rates.
- **Leroy Bell –** Election and the upcoming debate.

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

APPROVAL OF MINUTES

1. Approval of Regular City Council Meeting Minutes of January 7, 2026.

    a. **Mayor Nelson** asked for a motion to approve the revised minutes from January 7, 2025.
    Commissioner Nesta provided clarification that the requested changes to Resolution 2025-45 – Establishing Meter Tampering Fines at the last meeting.

The motion on the minutes was incorrect is should have read the Motion carried 4 to 1 with Commissioner Nesta in opposition.

b. Motion by **Commissioner Nesta** and seconded by **Commissioner Velazquez.**
c. Motion carried unanimously.

AGENDA REVIEW

1. REMOVED: Staff and applicant have agreed to PULL the advertised ordinances below, which were originally advertised for this meeting, due to the need for re-advertisement of the items for a later City Council meeting:

   - Ordinance No. 3118 - Land Development Code (LDC) Text Amendment - Town Center Overlay District (Wyld Oaks)
   - Ordinance No. 3150 - Comprehensive Plan, Future Land Use Element Text Amendment - Wyld Oaks

PRESENTATION

1. **Recap of Apopka High School & Wekiva High School Band Trips**
   Presented by: Bryan Nelson, Mayor

CONSENT (Action Item)

1. Execute Release of Code Enforcement Lien for 1120 Dunbridge Street
2. Execute Authorization of Settlement Agreement for 2140 Wekiwa Oaks Drive
3. Authorization for event street closure for the 5th Street Car Show
4. Authorize the Execution of Interagency Agreement (Orange County Sheriff's Office and Apopka Police Department)
5. Authorize the execution of piggyback contracts for the assigned terms: Cacique Utilities, LLC, and Advanced Data Solutions, Inc.
6. Accept the disbursement report for December 2025.
7. City of Apopka FY2026 Budget-to-Actual for Three Months Ending December 31, 2025.

   a. **Mayor Nelson** asked for a motion to approve the seven (7) consent agenda items.
   b. **Motion** carried by **Commissioner Anderson** and seconded by **Commissioner Smith.**
   c. **Motion carried unanimously.**

BUSINESS (Action item)

1. **BerryDunn Presentation of Final Strategic Plan**
   Presented by: Radley Williams, Interim City Administrator, Karen Whichard, BerryDunn

   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 the Final Strategic Plan as presented by BerryDunn.
b. **Motion** by **Commissioner Anderson** and seconded by **Commissioner Nesta.**
c. **Motion carried unanimously.**

2. **Naming Consideration for the new Inclusive Playground at the Northwest Recreation Complex**
Presented by: Radley Williams, Interim City Administrator

Mayor Nelson opened public comment period.

- **Leroy Bell –** Workshop for process for naming roads and places in Apopka.
- **Sylvester Hall –** Procedures that matter and leadership.
- **Albert McKimmie –** Lack of procedure.
- **Unnamed Citizen –** agrees with a policy, requested to withdraw request of naming.

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

a. **Commissioner Smith** moved that the Council name the All-Inclusive Playground after James Roger Griffin.
b. **Motion** by **Commissioner Smith** and seconded by **Commissioner Anderson.**
c. **Motion carried unanimously.**

3. **Non-Profit Grant Program Selection Committee Recommended Awards for the second FY26 Grant Application Window**
Presented by: Radley Williams, Interim City Administrator

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 the Non- Profit Grant Program Selection.
b. **Motion** by **Commissioner Anderson** and seconded by **Commissioner Smith.**
c. **Motion carried unanimously.**

4. **Utility Services Territorial Transfer Agreement for Zellwood Water Users, Inc.**
Presented By: Vladimir Simonovski, Public Works Director

Mayor Nelson opened public comment period.

- **Sylvester Hall –** Importance of procedures in place.
- **Albert McKimmie –** Commissioners having understanding of items presented at Council Meetings.

- **Leroy Bell –** providing information to residents before items are approved by Council.

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 Utility Services Territorial Transfer Agreement with Zellwood Water.
b. **Motion** by **Commissioner Smith** and seconded by **Commissioner Anderson.**
c. **Motion carried unanimously.**

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

1. **Ordinance No. 3140 - Second Reading - Future Land Use Amendment - 1030 E. Sandpiper Street**
   Owner(s): Lincoln Douglas Haynes and Lauren Elizabeth Haynes
   Applicant(s): Lincoln Douglas Haynes
   Location: 1030 E. Sandpiper Street
   Project: 1.79 +/- Acres
   Density: N/A
   Project Manager: Amer Hamza
   Presented by: Amer Hamza, Planner

   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 adopt Ordinance No. 3140.
   b. **Motion** by **Commissioner Smith** and seconded by **Commissioner Anderson.**
   c. **Motion carried 3 to 0 with Commissioner Nesta and Mayor Nelson recusing themselves.**

2. **Ordinance No. 3141 - Second Reading - Change of Zoning - 1030 E. Sandpiper Street**
   Owner(s): Lincoln Douglas Haynes and Lauren Elizabeth Haynes
   Applicant(s): Lincoln Douglas Haynes
   Location: 1030 E. Sandpiper Street
   Project: 1.79 +/- Acres
   Density: N/A
   Project Manager: Amer Hamza
   Presented by: Amer Hamza, Planner

   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. 3141.

b. **Motion** by **Commissioner Anderson** and seconded by **Commissioner Velazquez.**
c. **Motion carried 3 to 0 with Commissioner Nesta and Mayor Nelson recusing themselves.**

3. **Ordinance No. 3147 - Second Reading - Paulucci Acres Planned Development (PD) Rezoning, PD Master Plan, and PD Agreement**
Owner(s): Paulucci Acres, LLC.
Applicant(s): Daniel O'Keefe, Shutts & Bowen, LLP
Location: Generally located east of Vick Road, East of Jason Dwelley Parkway, North and South of Ponkan Road, South and East of Pittman Road, and East of Ponkan Summitt Drive
Project: Paulucci Acres
Density: 1.67 du/ac
Project Manager: Bobby Howell, AICP

Mayor Nelson opened public comment period.

- **Rod Olsen –** Road improvements on Ponkan and traffic issues.

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

a. **Mayor Nelson** asked for a Motion to adopt Ordinance No. 3147.
b. **Motion** by **Commissioner Anderson** and seconded by **Commissioner Smith.**
c. **Motion carried unanimously.**

4. **Ordinance No. 3151 - Second Reading - Amendment to the City of Apopka General Employees' Retirement System**
Presented by: John Hanson, Building Official

Mayor Nelson opened public comment period.

- **Rod Olsen –** Delaying Ordinance to 2026 Budget Cycle.
- **Sylvester Hall –** Intellect and residents providing solutions.
- **Dr. Jim Moyer –** Actuaries.

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

a. **Mayor Nelson** asked for a Motion to adopt Ordinance No. 3151.
b. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Anderson.**
c. **Motion carried 4 to 0 with Mayor Nelson recusing himself.**

5. **Ordinance No. 3152 - Second Reading - Revising Ordinance No. 2933 - Chapter 78, Utilities, Article II, Water & Sewer Systems by Creating Division 1.5 Industrial & Commercial Pretreatment.**
   Presented by: Glen Brooks

   Mayor Nelson opened public comment period.

   - **Albert McKimmie –** City uncompleted projects and Lust Road.

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

   a. Mayor Nelson asked for a Motion to adopt Ordinance No. 3152.
   b. Motion by **Commissioner Anderson** and seconded by **Commissioner Velazquez.**
   c. Motion carried unanimously.

6. **Resolution No. 2026-02 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. 2026-02.
   b. Motion by **Commissioner Smith** and seconded by **Commissioner Anderson.**
   c. Motion carried unanimously.

7. **Resolution No. 2026-03 Emerson Park Subdivision Acceptance of the Dedication of the Right of Way**
   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. 2026-03.
   b. Motion by **Commissioner Nesta** and seconded by **Commissioner Velazquez.**
   c. Motion carries unanimously.

8. **Resolution No. 2026-04 State Revolving Fund Loan Clean Water (CW) Program authorizing the Loan Application, Loan Agreement, and Establishing Pledged Revenues**
   Project Manager: Blanche Sherman, Finance Director

   Mayor Nelson opened public comment period.

- **Albert McKimmie –** Projects not fully completed by the city.

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

a. Mayor Nelson asked for a Motion to approve Resolution No. 2026-04.
b. Motion by **Commissioner Anderson** and seconded by **Commissioner Velazquez.**
c. Motion carried unanimously.

9. **Resolution No. 2026-05 State Revolving Fund Loan Drinking Water (DW) Program authorizing the Loan Application, Loan Agreement, and Establishing Pledged Revenues**
Project Manager: Blanche Sherman, Finance Director

Mayor Nelson opened public comment period.

- **Albert McKimmie –** Orange County Grant money.
- **Rod Olsen –** Grants and funding.

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

a. Mayor Nelson asked for a Motion to approve Resolution No. 2026-05.
b. Motion by **Commissioner Anderson** and seconded by **Commissioner Smith.**
c. Motion carried unanimously.

10. **Resolution No. 2026-06 Establishing a policy authorizing the advancement of City funds to the Mayor or City Commissioners for legal expenses in certain non-criminal actions or proceedings**
Project Manager: Andrew Hand, City Attorney

Mayor Nelson opened public comment period.

- **Leroy Bell –** Integrity and not in favor of this Resolution.
- **Albert McKimmie –** Procedures and policies.
- **Sylvester Hall –** Proving qualifications before running for a Council seat.
- **Rod Olsen –** General and professional liability.
- **Ace Woodham –** Not in favor of this Resolution.
- **Unnamed Citizen –** Negativity in the city and mutual respect.
- **Philip Kaprow –** Legal defense advance.

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

a. **Commissioner Anderson** asked for a Motion to approve Resolution No. 2026-06 as is and if anyone wants to amend it next meeting, bring it back forward to be amended next meeting. She then recused herself.
b. **Mayor Nelson** asked for a Motion to be made.
c. **Motion** by **Commissioner Smith** and seconded by **Commissioner Velazquez.**
d. **Motion carried 3 to 1, with Commissioner Nesta voting Nay and Commissioner Anderson recused herself.**

CITY COUNCIL REPORTS

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

MAYOR'S REPORT

ADJOURNMENT

The meeting adjourned at 10:35 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: February 4, 2026
Department: Finance Department

SUBJECT:
Authorize Submission of Discover Card Class Action Claim

ACTION ITEM INFORMATION:

REQUEST:
Authorize City Finance Staff to submit a claim for Discover Card Merchant Settlement

SUMMARY:
The City of Apopka received notification of a proposed class action settlement for three related lawsuits filed against Discover. The lawsuits allege that, beginning in 2007, Discover misclassified certain Discover-issued consumer credit cards as commercial cards, which in turn caused merchants and others to incur excessive interchange fees. Discover denies the claims in the lawsuits, and the Court has not decided who is right or wrong. Instead, the proposed settlement, if approved, will resolve the lawsuits and provide benefits to Settlement Class Members.

As an End Merchant, the City of Apopka is a Settlement Class Member. Under the proposed settlement, Discover will make payments to eligible Settlement Class Members who submit valid claims. Discover has agreed to pay between $540 million and $1.225 billion plus interest in connection with this settlement. In order to receive the settlement, a claim form must be submitted by May 18, 2026.

The Settlement Administrator will validate claims and review all information submitted and will determine allocations and payment amounts pursuant to the terms of the settlement. Payments will be sent to the eligible Settlement Class Members if and when the settlement is approved by the Court and becomes final.

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Authorize City Finance Staff to submit a claim for Discover Card Merchant Settlement

ATTACHMENTS:
1. Discover Card - Class Action Claim Forms (002)

Discover Card Merchant Settlement Class Action Settlement Administrator
c/o Epiq Class Action
PO Box 2497
Portland OR 97208-2497

DISCOVER
Submission Deadline May 18, 2026

400689810052822105

A: P120 T6074
City of Apopka - Recreation
120 E Main St
Apopka FL 32703-5346

Legal Name: City of Apopka - Recreation
DBA Name:
Tax ID: XX-XXX0265
Claimant ID: 274FE96A64
PIN: 934665

Submit your claim online:

Scan the QR code to file a claim online via your phone, computer, tablet, or other smart device.

• COURT-APPROVED CLAIM FORM •

If you accepted or processed Discover credit cards between 2007–2023, you could be eligible to get a payment from a class action settlement.

You must file a claim to receive a payment under the Settlement. You can file a claim online at www.DiscoverMerchantSettlement.com or by filling out and mailing this Claim Form to the address listed below.

Provide and/or Confirm Claimant Information.

Legal name of business, entity or person that accepted and/or processed Discover credit cards 2007–2023 (☐ Check this box if the Legal Name preprinted at the top of this page is correct):
(If applicable) Doing business as (DBA) name of business, entity or person (if any) that accepted and/or processed Discover credit cards 2007–2023 (☐ Check this box if the DBA Name preprinted at the top of this page is correct):
Postal Mailing Address (☐ Check this box if mailing address preprinted at the top of this page is correct):
Taxpayer Identification Number (SSN, EIN or ITIN)

Email	**Phone**

Tell us about your acceptance and/or processing of Discover credit cards.

Are you a franchisor or franchisee? ☐ Neither ☐ Franchisor ☐ Franchisee ☐ Both
Do/did you process or accept Discover credit cards on behalf of other businesses? ☐ Yes ☐ No

Your signature is required.

By signing below, I attest the information provided is correct, I have sufficient authority to submit a claim for this entity, and, to the best of my knowledge and belief, no other person or entity has a claim to any Settlement Payment I am seeking in connection with this Settlement.

Signature	Date (mm/dd/yyyy)
Printed Name	Title/Position

File your claim online or mail this Claim Form to:
Discover Card Merchant Settlement Administrator, PO Box 2497, Portland, OR 97208-2497
Please review additional options on the back of this form.

To get this Claim Form and other information in Spanish Español, Russian Русский, Korean 한국어, Vietnamese Tiếng Việt, Japanese 日本語, Chinese 汉语, or Thai ภาษาไทย, please visit DiscoverMerchantSettlement.com

AK5591 v.19

Questions? Call 1-888-655-3176 or visit www.DiscoverMerchantSettlement.com

Optional: Tell us your preferred payment method.

Eligible claimants will be mailed checks if the Settlement becomes final. If you want to receive a payment electronically instead, you may securely provide your payment information at www.DiscoverMerchantSettlement.com.

Optional: Fill out an IRS Form W-9.

You may be required to fill out a Form W-9 in connection with any settlement payment issued. To save time, you may provide this information now at www.DiscoverMerchantSettlement.com.

For free assistance, call us at 1-888-655-3176, Monday through Friday, 9:00 a.m. to 8:00 p.m. ET, or send us an email at info@DiscoverMerchantSettlement.com.

DISCOVER CARD MERCHANT CLASS ACTION SETTLEMENT

If you accepted or processed Discover credit cards between 2007-2023, you could be eligible to get a cash payment from a class action settlement.

A federal court authorized this notice.

****YOU MAY BE ENTITLED TO A SETTLEMENT PAYMENT****

To receive a payment, you must file a claim by May 18, 2026

For more information, read this notice, visit www.DiscoverMerchantSettlement.com, or call 1-888-655-3176.

What is this notice about? A proposed class action settlement has been reached in three related lawsuits. The lawsuits allege that, beginning in 2007, Discover misclassified certain Discover-issued consumer credit cards as commercial credit cards, which in turn caused merchants and others to incur excessive interchange fees. Discover denies the claims in the lawsuits, and the Court has not decided who is right or wrong. Instead, the proposed settlement, if approved, will resolve the lawsuits and provide benefits to Settlement Class Members.

Who is included? The Settlement Class includes all End Merchants, Merchant Acquirers, and Payment Intermediaries involved in processing or accepting a Misclassified Card Transaction during the period from January 1, 2007 through December 31, 2023. To view the full Settlement Class definition, including defined terms and excluded entities, go to www.DiscoverMerchantSettlement.com.

You are receiving this **Standard Notice** because records indicate that you are a Settlement Class Member.

What can I get? Under the proposed settlement, Discover will make payments to eligible Settlement Class Members who submit valid claims. Discover has agreed to pay between $540 million and $1.225 billion plus interest in connection with this settlement. Your settlement payment amount will be calculated based on a variety of factors, including the total estimated interchange fee overcharge for each Discover merchant identifier (or "MID") associated with you, how interchange fee charges for each MID were allocated among entities associated with the same MID, and the total aggregate dollar amount of all settlement payments. For more information, including to view the detailed calculation methodology or to review the list of MIDs associated with you, go to www.DiscoverMerchantSettlement.com.

How do I get a payment? To receive a settlement payment, you must submit a claim, postmarked or submitted online, by **May 18, 2026**. You can: (a) submit a claim form online at www.DiscoverMerchantSettlement.com, or (b) fill out the claim form enclosed with this notice and mail it to the Settlement Administrator at the address listed in the form.

The Settlement Administrator will validate claims and review all information submitted and will determine allocations and payment amounts pursuant to the terms of the settlement. Payments will be sent to eligible Settlement Class Members if and when the settlement is approved by the Court and becomes final.

What are my options? You can file a claim for a payment. Alternatively, you can exclude yourself from the settlement by opting out, in which case you will receive no payment under this settlement and retain any right you may have to sue Discover about the claims in these lawsuits or related to the Misclassified Card Transactions. To exclude yourself, mail a request for exclusion containing the information described at www.DiscoverMerchantSettlement.com, postmarked by **March 25, 2026**, to: Discover Card Merchant Settlement Exclusion Requests, c/o Epiq Class Action, PO Box 5370 Portland, OR 97228-5370. If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court's orders and judgments and will release any claims against Discover in these lawsuits or related to the Misclassified Card Transactions. If you do not exclude yourself, you can object to or comment on the settlement or Settlement Class Counsel's request for attorneys' fees, expenses, and service awards for the Settlement Class Representatives who brought the lawsuits. To object, you must submit to the Court a signed, written objection containing the information described at www.DiscoverMerchantSettlement.com by **March 25, 2026**. Visit www.DiscoverMerchantSettlement.com for more information.

What happens next? The Court will hold a hearing, currently scheduled for **May 20, 2026 at 9:30 a.m. (CT)**, at the United States District Court for the Northern District of Illinois, Courtroom 2319, 219 South Dearborn Street, Chicago, IL 60604, to decide whether to approve the settlement, attorneys' fees (not to exceed to $25 million) plus reimbursement of litigation expenses (not to exceed $1 million), and service awards of up to $7,500 to each of five Settlement Class Representatives. Under the terms of the settlement, any amounts awarded by the Court to Settlement Class Counsel and Settlement Class Representatives will be paid by Discover separate from (in other words, in addition to) settlement payments paid to Settlement Class Members. The date and time of this hearing may change without further notice, or the Court could order that this hearing be held remotely or telephonically. Check www.DiscoverMerchantSettlement.com for updates.

Who represents me? The Court has appointed Lieff Cabraser Heimann & Bernstein LLP, Dilworth Paxson LLP, and The Kick Law Firm, APC to represent the Settlement Class. Together, these lawyers are called Settlement Class Counsel. You do not need to pay these lawyers out of your pocket; instead these lawyers will apply to the Court for compensation, to be paid by Discover separate from and on top of the payments to Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents, the full Settlement Agreement, the settlement payment calculation methodology, and Settlement Class Counsel's fee application, or to file a claim online or print out a hard copy claim form to file by mail, visit www.DiscoverMerchantSettlement.com. You can also call 1-888-655-3176 or contact Settlement Class Counsel at 1-800-971-8881.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Discover Card Merchant Settlement Class Action Settlement Administrator
c/o Epiq Class Action
PO Box 2497
Portland OR 97208-2497

DISCOVER
Submission Deadline May 18, 2026

400689810053002681

Legal Name: City of Apopka-Building Permit
DBA Name:
Tax ID: XX-XXX0265
Claimant ID: 29RFT977F4
PIN: 574579

A: P120 T6074
City of Apopka-Building Permit
120 E Main St
Apopka FL 32703-5346

Submit your claim online:

Scan the QR code to file a claim online via your phone, computer, tablet, or other smart device.

• COURT-APPROVED CLAIM FORM •

If you accepted or processed Discover credit cards between 2007–2023, you could be eligible to get a payment from a class action settlement.

You must file a claim to receive a payment under the Settlement. You can file a claim online at www.DiscoverMerchantSettlement.com or by filling out and mailing this Claim Form to the address listed below.

Provide and/or Confirm Claimant Information.

Legal name of business, entity or person that accepted and/or processed Discover credit cards 2007–2023 (☐ Check this box if the Legal Name preprinted at the top of this page is correct):
(If applicable) Doing business as (DBA) name of business, entity or person (if any) that accepted and/or processed Discover credit cards 2007–2023 (☐ Check this box if the DBA Name preprinted at the top of this page is correct):
Postal Mailing Address (☐ Check this box if mailing address preprinted at the top of this page is correct):
Taxpayer Identification Number (SSN, EIN or ITIN)

Email	**Phone**

Tell us about your acceptance and/or processing of Discover credit cards.

Are you a franchisor or franchisee?	☐ Neither	☐ Franchisor	☐ Franchisee	☐ Both
Do/did you process or accept Discover credit cards on behalf of other businesses?	☐ Yes	☐ No		

Your signature is required.

By signing below, I attest the information provided is correct, I have sufficient authority to submit a claim for this entity, and, to the best of my knowledge and belief, no other person or entity has a claim to any Settlement Payment I am seeking in connection with this Settlement.

Signature	Date (mm/dd/yyyy)
Printed Name	Title/Position

File your claim online or mail this Claim Form to:
Discover Card Merchant Settlement Administrator, PO Box 2497, Portland, OR 97208-2497
Please review additional options on the back of this form.

To get this Claim Form and other information in Spanish Español, Russian Русский, Korean 한국어, Vietnamese Tiếng Việt, Japanese 日本語, Chinese 汉语, or Thai ภาษาไทย, please visit DiscoverMerchantSettlement.com

AK5591 v.19

Questions? Call 1-888-655-3176 or visit www.DiscoverMerchantSettlement.com

Optional: Tell us your preferred payment method.

Eligible claimants will be mailed checks if the Settlement becomes final. If you want to receive a payment electronically instead, you may securely provide your payment information at www.DiscoverMerchantSettlement.com.

Optional: Fill out an IRS Form W-9.

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AK5592 v.19

DISCOVER CARD MERCHANT CLASS ACTION SETTLEMENT

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A federal court authorized this notice.

****YOU MAY BE ENTITLED TO A SETTLEMENT PAYMENT****

To receive a payment, you must file a claim by May 18, 2026

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Who is included? The Settlement Class includes all End Merchants, Merchant Acquirers, and Payment Intermediaries involved in processing or accepting a Misclassified Card Transaction during the period from January 1, 2007 through December 31, 2023. To view the full Settlement Class definition, including defined terms and excluded entities, go to www.DiscoverMerchantSettlement.com.

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What can I get? Under the proposed settlement, Discover will make payments to eligible Settlement Class Members who submit valid claims. Discover has agreed to pay between $540 million and $1.225 billion plus interest in connection with this settlement. Your settlement payment amount will be calculated based on a variety of factors, including the total estimated interchange fee overcharge for each Discover merchant identifier (or "MID") associated with you, how interchange fee charges for each MID were allocated among entities associated with the same MID, and the total aggregate dollar amount of all settlement payments. For more information, including to view the detailed calculation methodology or to review the list of MIDs associated with you, go to www.DiscoverMerchantSettlement.com.

How do I get a payment? To receive a settlement payment, you must submit a claim, postmarked or submitted online, by **May 18, 2026**. You can: (a) submit a claim form online at www.DiscoverMerchantSettlement.com, or (b) fill out the claim form enclosed with this notice and mail it to the Settlement Administrator at the address listed in the form.

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What are my options? You can file a claim for a payment. Alternatively, you can exclude yourself from the settlement by opting out, in which case you will receive no payment under this settlement and retain any right you may have to sue Discover about the claims in these lawsuits or related to the Misclassified Card Transactions. To exclude yourself, mail a request for exclusion containing the information described at www.DiscoverMerchantSettlement.com, postmarked by **March 25, 2026**, to: Discover Card Merchant Settlement Exclusion Requests, c/o Epiq Class Action, PO Box 5370 Portland, OR 97228-5370. If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court's orders and judgments and will release any claims against Discover in these lawsuits or related to the Misclassified Card Transactions. If you do not exclude yourself, you can object to or comment on the settlement or Settlement Class Counsel's request for attorneys' fees, expenses, and service awards for the Settlement Class Representatives who brought the lawsuits. To object, you must submit to the Court a signed, written objection containing the information described at www.DiscoverMerchantSettlement.com by **March 25, 2026**. Visit www.DiscoverMerchantSettlement.com for more information.

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Who represents me? The Court has appointed Lieff Cabraser Heimann & Bernstein LLP, Dilworth Paxson LLP, and The Kick Law Firm, APC to represent the Settlement Class. Together, these lawyers are called Settlement Class Counsel. You do not need to pay these lawyers out of your pocket; instead these lawyers will apply to the Court for compensation, to be paid by Discover separate from and on top of the payments to Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

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c/o Epiq Class Action
PO Box 2497
Portland OR 97208-2497

DISCOVER
Submission Deadline
May 18, 2026

400689810053341543

Legal Name: City of Apopka-Bldg Permit Ol
DBA Name:
Tax ID: XX-XXX0265
Claimant ID: 2DA4C49MDM
PIN: 456809

A: P120 T6074
City of Apopka-Bldg Permit Ol
120 E Main St
Apopka FL 32703-5346

Submit your claim online:

Scan the QR code to file a claim online via your phone, computer, tablet, or other smart device.

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(If applicable) Doing business as (DBA) name of business, entity or person (if any) that accepted and/or processed Discover credit cards 2007–2023 (☐ Check this box if the DBA Name preprinted at the top of this page is correct):
Postal Mailing Address (☐ Check this box if mailing address preprinted at the top of this page is correct):
Taxpayer Identification Number (SSN, EIN or ITIN)

Email	**Phone**

Tell us about your acceptance and/or processing of Discover credit cards.

Are you a franchisor or franchisee?	☐ Neither ☐ Franchisor ☐ Franchisee ☐ Both
Do/did you process or accept Discover credit cards on behalf of other businesses?	☐ Yes ☐ No

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AK5591 v.19

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c/o Epiq Class Action
PO Box 2497
Portland OR 97208-2497

DISCOVER
Submission Deadline May 18, 2026

400689810052850346

A: P120 T6074
City of Apopka City Clerk
120 E Main St
Apopka FL 32703-5346

Legal Name: City of Apopka City Clerk
DBA Name:
Tax ID: XX-XXX0265
Claimant ID: 269D76C793
PIN: 360405

Submit your claim online:

Scan the QR code to file a claim online via your phone, computer, tablet, or other smart device.

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Email	**Phone**

Tell us about your acceptance and/or processing of Discover credit cards.

Are you a franchisor or franchisee?	☐ Neither ☐ Franchisor ☐ Franchisee ☐ Both
Do/did you process or accept Discover credit cards on behalf of other businesses?	☐ Yes ☐ No

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AK5591 v.19

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c/o Epiq Class Action
PO Box 2497
Portland OR 97208-2497

DISCOVER
Submission Deadline May 18, 2026

400689810052865542

A: P120 T6074
City of Apopka-Business Taxes
120 E Main St
Apopka FL 32703-5346

Legal Name: City of Apopka-Business Taxes
DBA Name:
Tax ID: XX-XXX0265
Claimant ID: 29692C9E6V
PIN: 926578

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Scan the QR code to file a claim online via your phone, computer, tablet, or other smart device.

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Email	**Phone**

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How do I get a payment? To receive a settlement payment, you must submit a claim, postmarked or submitted online, by **May 18, 2026**. You can: (a) submit a claim form online at www.DiscoverMerchantSettlement.com, or (b) fill out the claim form enclosed with this notice and mail it to the Settlement Administrator at the address listed in the form.

The Settlement Administrator will validate claims and review all information submitted and will determine allocations and payment amounts pursuant to the terms of the settlement. Payments will be sent to eligible Settlement Class Members if and when the settlement is approved by the Court and becomes final.

What are my options? You can file a claim for a payment. Alternatively, you can exclude yourself from the settlement by opting out, in which case you will receive no payment under this settlement and retain any right you may have to sue Discover about the claims in these lawsuits or related to the Misclassified Card Transactions. To exclude yourself, mail a request for exclusion containing the information described at www.DiscoverMerchantSettlement.com, postmarked by **March 25, 2026**, to: Discover Card Merchant Settlement Exclusion Requests, c/o Epiq Class Action, PO Box 5370 Portland, OR 97228-5370. If you do not exclude yourself, and the Court approves the settlement, you will be bound by the Court's orders and judgments and will release any claims against Discover in these lawsuits or related to the Misclassified Card Transactions. If you do not exclude yourself, you can object to or comment on the settlement or Settlement Class Counsel's request for attorneys' fees, expenses, and service awards for the Settlement Class Representatives who brought the lawsuits. To object, you must submit to the Court a signed, written objection containing the information described at www.DiscoverMerchantSettlement.com by **March 25, 2026**. Visit www.DiscoverMerchantSettlement.com for more information.

What happens next? The Court will hold a hearing, currently scheduled for **May 20, 2026 at 9:30 a.m. (CT)**, at the United States District Court for the Northern District of Illinois, Courtroom 2319, 219 South Dearborn Street, Chicago, IL 60604, to decide whether to approve the settlement, attorneys' fees (not to exceed to $25 million) plus reimbursement of litigation expenses (not to exceed $1 million), and service awards of up to $7,500 to each of five Settlement Class Representatives. Under the terms of the settlement, any amounts awarded by the Court to Settlement Class Counsel and Settlement Class Representatives will be paid by Discover separate from (in other words, in addition to) settlement payments paid to Settlement Class Members. The date and time of this hearing may change without further notice, or the Court could order that this hearing be held remotely or telephonically. Check www.DiscoverMerchantSettlement.com for updates.

Who represents me? The Court has appointed Lieff Cabraser Heimann & Bernstein LLP, Dilworth Paxson LLP, and The Kick Law Firm, APC to represent the Settlement Class. Together, these lawyers are called Settlement Class Counsel. You do not need to pay these lawyers out of your pocket; instead these lawyers will apply to the Court for compensation, to be paid by Discover separate from and on top of the payments to Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including to view copies of case documents, the full Settlement Agreement, the settlement payment calculation methodology, and Settlement Class Counsel's fee application, or to file a claim online or print out a hard copy claim form to file by mail, visit www.DiscoverMerchantSettlement.com. You can also call 1-888-655-3176 or contact Settlement Class Counsel at 1-800-971-8881.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 2.
Meeting Date: February 4, 2026
Department: Police Department

SUBJECT:
Authorize expenditure from the State Law Enforcement Trust Fund — Mental Health Association of Central Florida

ACTION ITEM INFORMATION:

REQUEST:
Authorize a $3,000 donation from the Law Enforcement Trust Fund to the Mental Health Association of Central Florida.

SUMMARY:
The Apopka Police Department requests City Council approval to expend funds from the Law Enforcement Trust Fund in the amount of $3,000 to be donated to the Mental Health Association of Central Florida. The Mental Health Association of Central Florida is the leading community-based nonprofit dedicated to addressing the needs of those living with mental illness and promoting the overall mental health of all. With 1 in 5 adults having a diagnosable mental health condition in any given year (with half of those developing conditions by the age of 14), the Association's work of promoting mental wellness and equity of access to mental health care is rooted in providing mental health services, support and information to the members of the Central Florida community.

Law Enforcement Trust Funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the cost associated with drug abuse treatment, drug and crime prevention education, or other non-profit community-based programs or activities that are formally approved by the Chief Law Enforcement Officer. The Apopka Police Department supports initiatives that are dedicated to making mental healthcare accessible and easy to find in our community. These expenditures are supportive of and consistent with the Department's mission.

FUNDING SOURCE:
State Law Enforcement Trust Fund

RECOMMENDED MOTION:
Authorize the donation of $3,000 from the State Law Enforcement Trust Fund to the Mental Health Association of Central Florida.

ATTACHMENTS:
None

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 3.
Meeting Date: February 4, 2026
Department: Police Department

SUBJECT:
Authorize expenditure from the State Law Enforcement Trust Fund - Central Florida Council, Scouting America

ACTION ITEM INFORMATION:

REQUEST:
Authorize a $2,500 donation from the State Law Enforcement Trust Fund to the Central Florida Council.

SUMMARY:
The Apopka Police Department requests City Council approval to expend funds from the State Law Enforcement Trust Fund for $2,500 to be donated to the Central Florida Council. The Central Florida Council is one of the largest youth-serving organizations in Central Florida, instilling timeless values of character, citizenship, and leadership in each young person who enters the Scouting program. The Central Florida Council provides education-based skills and activities. This donation helps shape future leaders, empowering young people to build character, confidence, and a sense of responsibility. Creating lasting positive change in our community.

Law Enforcement Trust Funds may be used to support community-based programs. In accordance with trust fund rules, a local law enforcement agency may use a percentage of the total of shared monies received for the cost associated with drug abuse treatment, drug and crime prevention education, or other non-profit community-based programs or activities that are formally approved by the Chief Law Enforcement Officer. The Apopka Police Department supports initiatives that are dedicated to making mental healthcare accessible and easy to find in our community. These expenditures are supportive of and consistent with the Department's mission.

FUNDING SOURCE:
State Law Enforcement Trust Fund

RECOMMENDED MOTION:
Authorize the donation of $2,500 from the State Law Enforcement Trust Fund to the Central Florida Council.

ATTACHMENTS:
None

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 4.
Meeting Date: February 4, 2026
Department: Finance Department

SUBJECT:
Authorize the execution of piggyback contracts for the assigned terms: Sewer Equipment Co. of America.

ACTION ITEM INFORMATION:

REQUEST:
Authorize the execution of a piggyback contract for the assigned terms.

SUMMARY:
The department purchases various commodities in its daily operations, including equipment, tooling, and services throughout the year. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special co-operative agreements, provided such contracts are the result of a competitive bidding process and all terms and conditions are the same. This method provides 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:	Sewer Equipment Co. of America
Description:	Sewer Vaccum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies
Source:	Sourcewell
Bid/Contract #:	RFP 101221
Original Bid Award Date:	November 23, 2021
Expiration Date:	November 29, 2026
Renewals:	None
Max Expiration Date:	November 29, 2026

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

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

ATTACHMENTS:
None

City of Apopka
CITY COUNCIL STAFF REPORT

Section: CONSENT (Action Item)
Item #: 5.
Meeting Date: February 4, 2026
Department: Finance Department

SUBJECT:
Authorize the issuance of Sole Source Memo: Parkson Corporation

ACTION ITEM INFORMATION:

REQUEST:
Approve the issuance of sole source memo (FY) 2026.

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

Summary of Requested Sole Source Vendor:

Department	Vendor	Description	Requested Amount
Public Services	Parkson Corporation	Rotary Drum Thickener (RDT) and the Dynasand Filters product line and OEM repair parts.	Annual Budgetary Appropriations

Vendor Sole Source Memo Details:

Vendor:	Parkson Corporation
Department:	Public Service
Requested Amount:	Annual Budgetary Appropriations
Policy Requirements:	**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 City's requirements:** Parkson Corporation is a sole-contracted representative for the Rotary Drum Thickener (RDT) and the Dynasand Filters product line for purchase of new products and OEM repair parts. The city utilizes (2) two Parkson Hycor ThickTech Rotory Drum Thickener (RDT) installed at the Water Reclaim Facility (WRF).

Policy Requirements:	**Compatibility with existing systems requires procurement from a single source:** The referenced equipment was placed into service in 2019. Since installation, the systems have been dormant and offline for multiple years, resulting in the City not fully utilizing existing installed treatment capacity. The DynaSand® filter is an upflow, deep-bed granular media filter with continuous backwash and uses Parkson's Continuous Contact Filtration (CCF) process. The filter's 80-inch media bed depth provides increased hydraulic residence time and enhances the opportunity for flocculation formation, supporting the final polishing stage within the water reclamation process. The DynaSand® Continuous Backwash Sand Filter product line is utilized in our East and West Wastewater Treatment Plants. The West Plant DynaSand filter cell has been in service since 2019 and remained offline for several years. The unit performs two functions: the first function is to achieve flocculation with minimal amount of expensive chemicals, the second function is de-watering (used for sludge volume reduction). These units process approximately 40 MGD of sludge daily. Each unit has approached over 26,000 hours of service since commissioning and is in need of additional maintenance. Current and projected operating needs require restoration of these assets to meet system performance and capacity requirements. In order to fulfill this goal, the following system will require refurbishment and retrofit.
Policy Requirements:	**Justification:** Parkson Corporation is the exclusive-authorized municipal sole source for Parkson products and aftermarket parts. Staff respectfully requests approval to use Parkson Corporation as a sole source vendor for Parkson products, repairs, and service to maintain the efficient operations of the Water Reclamation Facility's wastewater treatment.
History:	FY 2022 Expenditures: $0 FY 2023 Expenditures: $0 FY 2024 Expenditures: $1,500 FY 2025 Expenditures: $16,098.31 FY 2026 Projected Expenditures: Anticipate to exceed over $50,000.

FUNDING SOURCE:
Approved FY26 budget

RECOMMENDED MOTION:
Approve the issuance of a blanket purchase order to Parkson Corporation, not to exceed budget appropriations.

ATTACHMENTS:
None

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 1.
Meeting Date: February 4, 2026
Department: Community Development

SUBJECT:
Freshfields Farm Apopka - Major Development Plan and Construction Site Plan

ACTION ITEM INFORMATION:
Owner(s): Apopka 3, LLC
Applicant: Bowman Consulting c/o Dane Fray, P.E.
Parcel Identification Number(s): 24-21-28-0000-00-005
Location: 1819 Armanda Borjas Jr. Way
Future Land Use: Commercial
Zoning: C-C (Community Commercial)
Existing Use(s): Vacant
Proposed Use: 17,550 SF specialty retail perishable food store
Intensity: 0.25 Floor Area Ratio Maximum; 0.07 Proposed
Tract Size: 5.58 +/- Acres

REQUEST:
Approve the Freshfields Farm Apopka - Major Development Plan/Construction Site Plan.

SUMMARY:
ZONING REPORT
This chart includes the relationships to adjacent properties.

Direction	Future Land Use	Zoning	Present Use
North	Residential Low	RMF (Residential Multi-Family)	Piedmont Park Residential Subdivision
East	Industrial and Commercial	I-H (Heavy Industrial) and C-C (Community Commercial)	Sebastian Moving Self-Storage Facility and Wal-Mart Grocery Store
South	Residential Low	RTF (Residential Two-Family)	Surrey Park Residential Subdivision
West	Residential Low	RMF (Residential Multi-Family)	Piedmont Park Residential Subdivision

The Applicant requests approval of a Major Development Plan (MDP) and Construction Site Plan (CSP) for a proposed Freshfields Farm specialty retail perishable food store located at the northeast corner of S. Apopka Blvd, Hiawassee Road, and Piedmont Wekiwa Road. Freshfields Farm is a Florida-based specialty retailer focused on locally sourced produce, meats, and perishable food products. The property has long been anticipated for neighborhood-serving commercial use. The project proposes a ±17,550 square-foot specialty retail food market on

a ±5.583-acre with on-site parking, associated stormwater ponds, landscaping, buffering, and pedestrian improvements, access driveways on Apopka Boulevard and Armando Borjas Jr. Way. This project implements a commercial infill development on a prominent triangular parcel currently vacant.

The grocery building anchors the center of the site. A stormwater pond and landscaped buffer sit on the western side toward existing residential uses. The layout reflects required roadway buffers, driveway spacing constraints, stormwater treatment needs, separation of customer and service circulation.

The landscape plan includes shade trees, understory trees, shrubs, and groundcovers consistent with Apopka's rural-farm aesthetic. The provided Tree Plan and landscape narrative highlight the rural farm character, use of ornamental grasses, pond-edge vegetation, and screening for residential adjacency. The landscape plan creates a cohesive, rural-farm character through a generous tree canopy and layered plantings that soften the site and buffer nearby homes. Shade trees such as Live Oaks, Bald Cypress, and Ginkgo anchor the design, while understory species like Crape Myrtle, Juniper, and Redbud add texture and color. Durable shrubs and groundcovers reinforce the aesthetic and provide year-round structure. Enhanced screening is placed along residential edges, and select existing vegetation is preserved to maintain a mature, natural feel. Overall, the landscape approach reflects a farm-inspired design consistent with the Freshfields brand.

Exterior lighting shall comply with Section 5.6 of the City of Apopka Land Development Code. The applicant will continue coordination with Duke Energy to finalize the required photometric plan.

ACCESS & PARKING:
The development proposes the following access points consistent with the Traffic Study recommendations.:

- Right-in/right-out driveway on S. Apopka Blvd.
- Right-in/right-out driveway on Hiawassee Road
- Full-access on Armando Borjas Jr Way

The site provides 142 parking spaces (5 accessible, 137 standard), exceeding the minimum LDC requirement of 61 spaces for grocery/food market use. Parking demand was analyzed using ITE data, field observations from an existing Freshfields Farm, and Apopka LDC requirements. The Bowman Parking Study concludes:

- Anticipated peak Saturday demand: 140 spaces (ITE)
- Field-verified Freshfields demand (scaled to this building size): 115 spaces
- Recommended minimum based on 85% occupancy: 135 spaces
- Provided: 142 spaces — meets the recommended threshold

PUBLIC PARTICIPATION: A community meeting was held on June 5, 2025 with four residents in attendance. Key concerns and applicant responses:

1. Bus Stop Preservation
    - Residents requested that the existing LYNX bus stop be maintained. The applicant committed to coordinating with LYNX and the City to retain or appropriately relocate the stop.
2. Lighting
    - Residents expressed concern regarding light spillover into adjacent neighborhoods. The applicant committed to fixture shielding and compliance with City photometric standards. As a condition of approval, the applicant will continue coordination with Duke Energy to finalize and submit a Code-compliant photometric plan for right-of-way lighting.
3. Trash Maintenance
    - Residents raised concerns regarding potential pests. The applicant noted their strict maintenance practices and indicated no known issues at other Freshfields Farm locations.
4. Landscaping & Screening
    - Residents requested enhanced buffering and tree preservation. The applicant is committed to preserving select trees and providing wood fencing along residential edges.
5. Traffic & Truck Routing
    - Residents expressed concerns about delivery traffic. The applicant indicated that truck routes are designed to minimize impacts to neighborhood streets where feasible.

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 properly notified Orange County on March 11, 2025.

PUBLIC HEARING SCHEDULE
January 13, 2026 – Planning Commission (5:30 PM)
February 4, 2026 – City Council (1:30 PM)

FUNDING SOURCE:
N/A

FUNDING SOURCE:
N/A

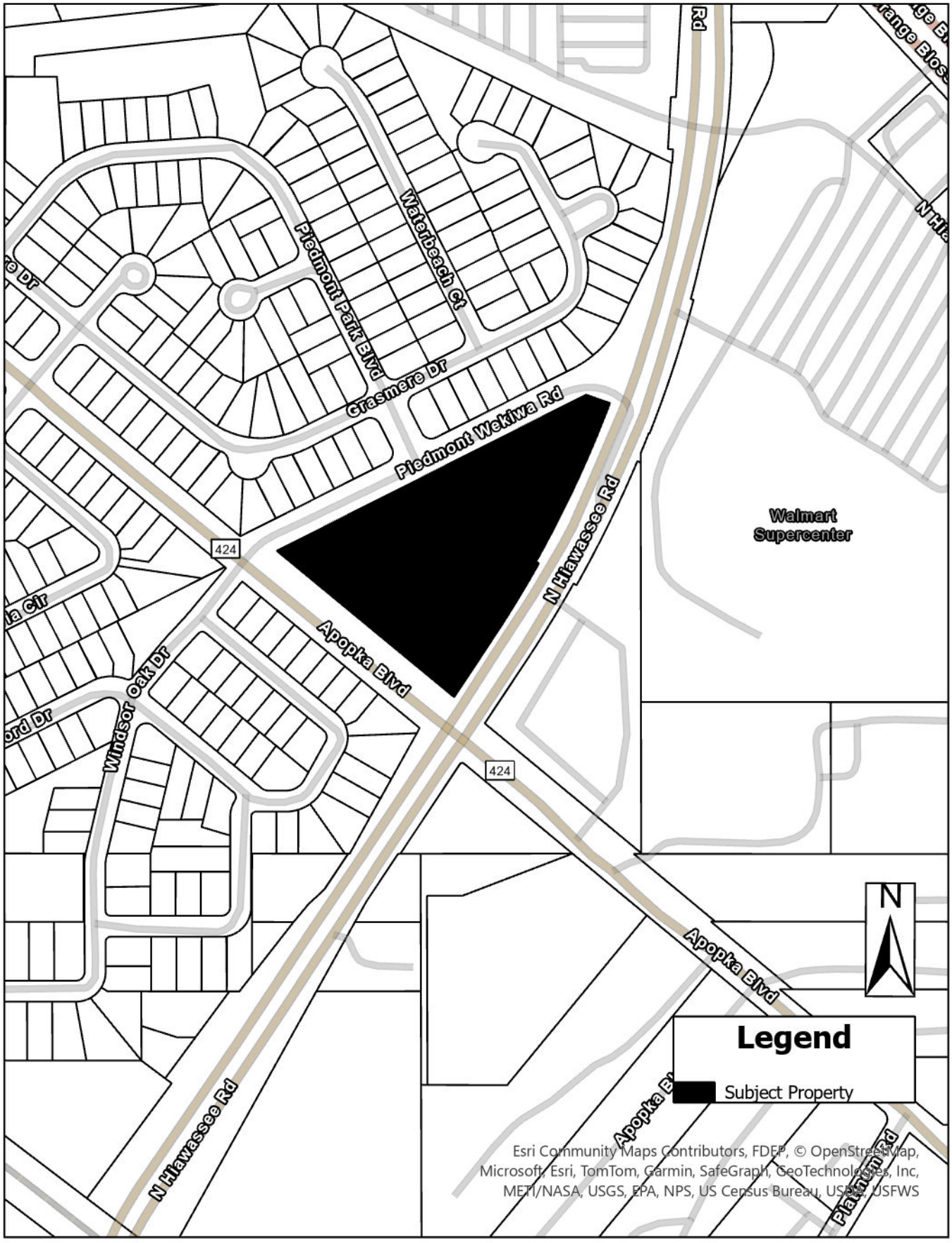
RECOMMENDED MOTION:
DEVELOPMENT REVIEW COMMITTEE (DRC):
Recommends approval of the Freshfields Farm Apopka — Major Development Plan/Construction Site Plant, based on the findings and facts presented in this staff report and supporting exhibits.

PLANNING COMMISSION:
At its meeting on January 13, 2026, the Planning Commission found the Major Development Plan/Construction Site Plan consistent with the Comprehensive Plan and Land Development Code and unanimously recommended approval of the Freshfields Farm Apopka — Major Development Plan/Construction Site Plan, based on the findings and facts presented in this staff report and supporting exhibits.

CITY COUNCIL:
Approve the Freshfields Farm Apopka — Major Development Plan/Construction Site Plan, subject to the condition that the applicant shall continue coordination with Duke Energy and submit a Code-compliant photometric plan, based on the findings and facts presented in this staff report and supporting exhibits.

ATTACHMENTS:
1. Map Series
2. Freshfields Farm Apopka - CSP & MDP
3. Freshfields Farm Apopka - Community Meeting Information

Vicinity


Rd
Waterbeach Ct
Piedmont Park Blvd
Grasmere Dr
Piedmont Wekiva Rd
N Hiawassee Rd
Walmart
Supercenter
424
Apopka Blvd
Windsor Oak Dr
424
Apopka Blvd
N Hiawassee Rd
N
Legend
Subject Property
Esri Community Maps Contributors, FDEP, © OpenStreetMap,
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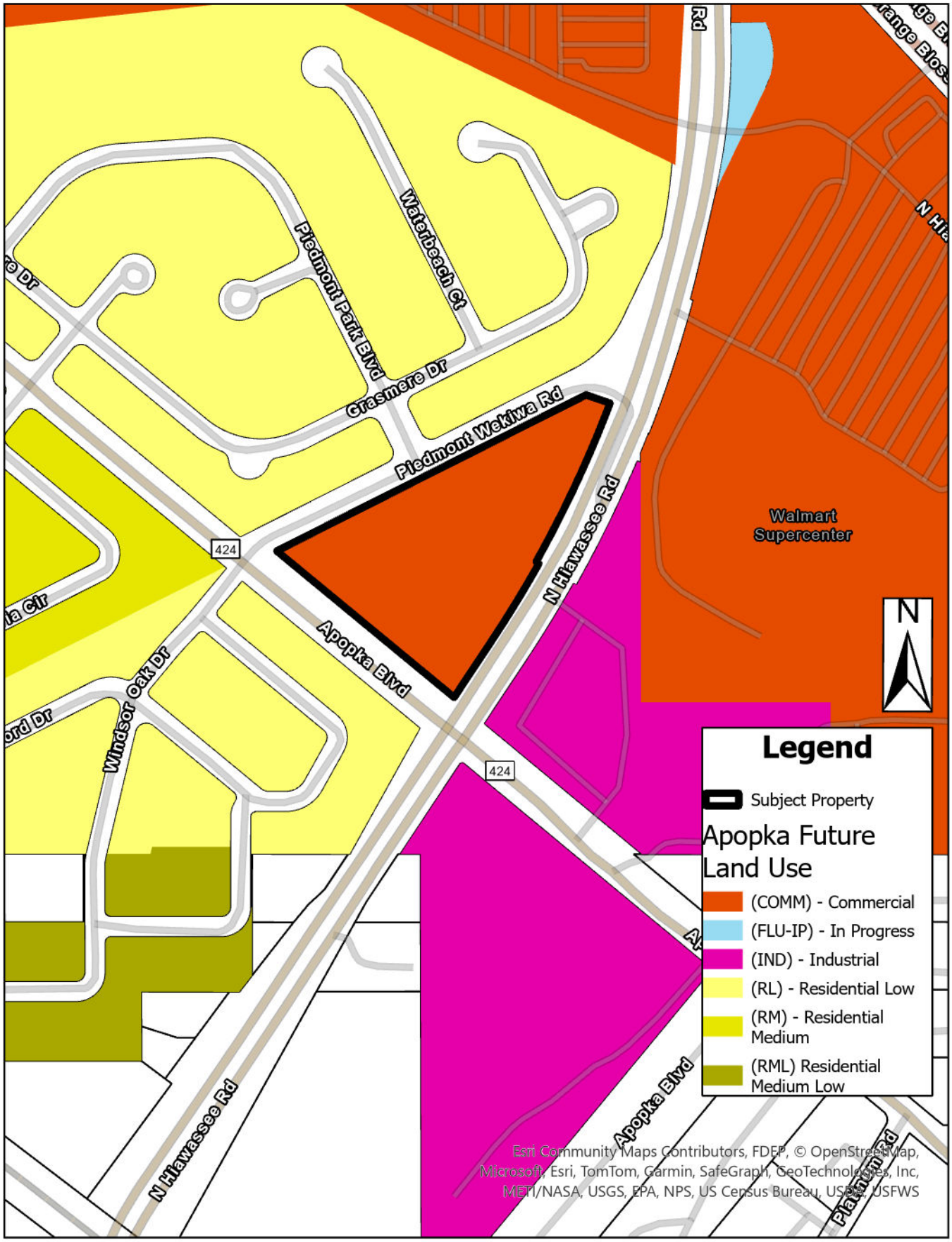
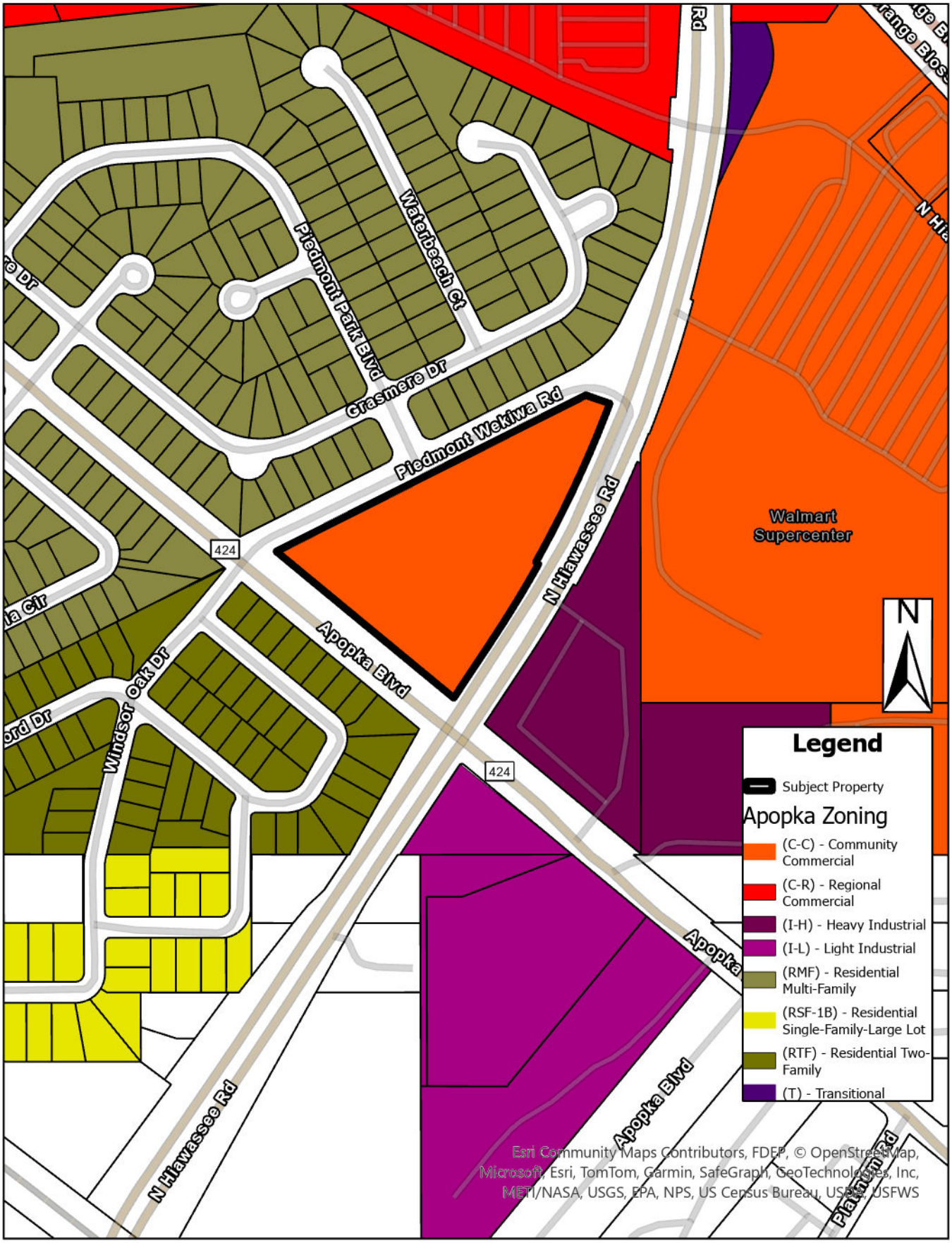
METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Future Land Use



Zoning


Rd
Waterbeach Ct
Piedmont Park Blvd
Grasmere Dr
Piedmont Wekiwa Rd
N Hiawassee Rd
Walmart Supercenter
424
Apopka Blvd
Windsor Oak Dr
N
Legend
Subject Property
Apopka Zoning
(C-C) - Community Commercial
(C-R) - Regional Commercial
(I-H) - Heavy Industrial
(I-L) - Light Industrial
(RMF) - Residential Multi-Family
(RSF-1B) - Residential Single-Family-Large Lot
(RTF) - Residential Two-Family
(T) - Transitional
Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Aerial

Piedmont Park Blvd
Waterbeach Ct
Grasmere Dr
Piedmont Wekiwa Rd
N Hiawassee Rd
424
Apopka Blvd
424
N
Legend
Subject Property
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, Microsoft, Vantor

MAJOR DEVELOPMENT PLAN AND CONSTRUCTION SITE PLAN FOR:

FRESHFIELDS FARM - APOPKA

1819 ARMANDO BORJAS JR WAY
APOPKA, FLORIDA

PERMIT LIST	
PERMIT	PERMIT #
-ORANGE COUNTY UTILITY	25-E-238
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-

PARCEL ID NUMBER: 24-21-28-0000-00-005

LEGAL DESCRIPTION:

PER: TITLE COMMITMENT ORDER NO, 9478614, COMMITMENT DATE MAY 7, 2021

BEGIN 813 FEET WEST OF SE CORNER OF NW 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN NORTH 1283 FEET TO EAST LINE OF CLAY ROAD, SOUTH 62 DEGREES WEST 1048 FEET TO STATE ROAD NO. 2, SOUTH 46 DEGREES EAST 1162 FEET, EAST 110.5 FEET TO POINT OF BEGINNING, LESS RIGHTS-OF-WAY FOR ROADS, LESS THAT PORTION LYING EAST OF THE RIGHT-OF-WAY RESERVATION FOR THE HIAWASSEE ROAD EXTENSION. (SEE RESOLUTION MAP #88 M06, STATE AND COUNTY ROAD RESERVATION MAP, MAP BOOK 1, PAGE 35) . THIS EXCEPTION BEING THE SAME PROPERTY CONVEYED BY THAT DEED RECORDED AT OFFICIAL RECORDS BOOK 3985, PAGE 4313 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALL BEING IN THE NW ¼ OF SAID SECTION.

AND LESS AND EXCEPT THAT PORTION TAKEN BY THE STIPULATED ORDER OF TAKING RECORDED IN O.R. BOOK 6146, PAGE 2688, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

A PORTION OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24; THENCE RUN S.89° 57' 54"E. ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 549.851 METERS (1803.97 FEET) TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH APOPKA BOULEVARD; THENCE DEPARTING SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 24, RUN N.50°20'21" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH APOPKA BOULEVARD A DISTANCE OF 143.328 METERS (470.23 FEET) FOR A **POINT OF BEGINNING**. THENCE CONTINUE N.50° 20'21 "W. ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 191.680 METERS (629.53 FEET) TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF PIEDMONT-WEKIWA ROAD A 21.336 METERS (70 FEET) RIGHT OF WAY AS NOW ESTABLISHED; THENCE RUN N.63°13'10"E. ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF PIEDMONT-WEKIWA ROAD A DISTANCE OF 13.111 METERS (43.01 FEET); THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S. 50°20'21" E. A DISTANCE OF 166.565 METERS (546.47 FEET); THENCE RUN N.33° 35'23" E. A DISTANCE OF 51.772 METERS (169.86 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 858.530 METERS (2816.69 FEET) AND A CENTRAL ANGLE OF 04°13'04"; THENCE FROM A CHORD BEARING OF N. 31°28'51" E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63. 201 METERS (207.35 FEET) TO A POINT ON SAID CURVE: THENCE DEPARTING SAID CURVE. RUN N.60° 37' 41 " W, A DISTANCE OF 2.409 METERS (7.90 FEET) TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 856.121 METERS (2808.79 FEET) AND A CENTRAL ANGLE OF 08°31'35"; THENCE FROM A CHORD BEARING OF N.25°06'31" E. RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 127.404 METERS (417.99 FEET) TO A POINT ON SAID CURVE; THENCE DEPARTING SAID CURVE, RUN N.70°28'14"W, A DISTANCE OF 18.413 METERS (60.41 FEET) TO AN INTERSECTION WITH THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF PIEDMONT- WEKIWA ROAD, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE NORTH WESTERLY, HAVING A RADIUS OF 100.584 METERS (330.00 FEET) AND A CENTRAL ANGLE OF 30°45'14", THENCE FROM A CHORD BEARING OF N.41°50'33"E. RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE. A DISTANCE OF 53.989 METERS (177.13 FEET) TO A POINT ON SAID CURVE; THENCE DEPORTING SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S.00°04'05"E. A DISTANCE OF 37.548 METERS (123.19 FEET); THENCE RUN S.28°04'38"W, A DISTANCE OF 271.874 METERS (891.97 FEET) TO THE **POINT OF BEGINNING.**

GENERAL STATEMENT:

THE DEVELOPMENT CONSISTS OF 5.58 ± ACRES OF VACANT LAND. THE PROPOSED DEVELOPMENT INCLUDES THE CONSTRUCTION OF ONE ±17,600 SF SINGLE STORY SPECIALTY RETAIL PERISHALE FOOD STORE WITH PARKING ON THE SOUTH, EAST, AND NORTH SIDES OF THE SITE. THE NEW CONSTRUCTION WILL CONFORM TO CITY OF APOPKA LAND DEVELOPMENT CODE. WORK WILL INCLUDE EARTHWORK, UTILITIES, PAVED PARKING, CIRCULATION, LANDSCAPING AND IRRIGATION.

ZONING DISTRICT:

C-C COMMUNITY COMMERCIAL.

UTILITY PROVIDERS:

WATER	CITY OF APOPKA 748 E CLEVELAND STREET APOPKA, FL 32703 PHONE: (407) 703-1731
SEWER	CITY OF APOPKA 748 E CLEVELAND STREET APOPKA, FL 32703 PHONE: (407) 703-1731
STORM WATER	CITY OF APOPKA 748 E CLEVELAND STREET APOPKA, FL 32703 PHONE: (407) 703-1731
ELECTRIC	DUKE ENERGY 2955 E SEMORAN BLVD. APOPKA, FL 32703 PHONE: (404) 928-6680

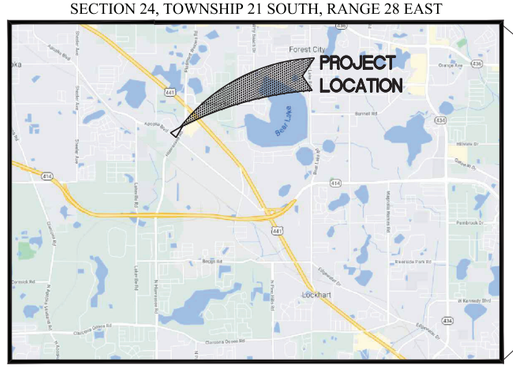
BENCHMARK:

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 AS MEASURED IN FEET AND DECIMALS THEREOF. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO ONSITE CONTROL POINT #800 HAVING AN ELEVATION OF 119.93' (N.A.V.D. 88).
NAVD 88 = NGVD 29-1.42 FEET

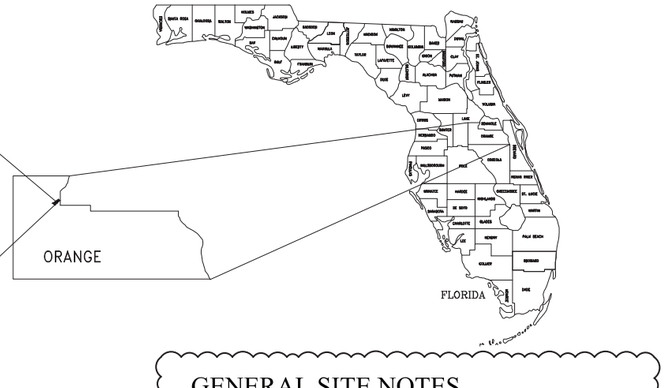
FLOOD NOTE:

THE LANDS BOUND BY THIS SURVEY ARE LOCATED IN ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 12095C0140F, DATED SEPTEMBER 25, 2009.

SECTION 24, TOWNSHIP 21 SOUTH, RANGE 28 EAST



SITE LOCATION MAP



DIRECTIONS TO PROJECT SITE:

FROM INTERSTATE 4 (I-4), TAKE EXIT 90C FOR FL 141/WEST MAITLAND BLVD AND CONTINUE FOR 4.3 MILES. USE THE RIGHT LANE TO TAKE THE US 441/ ORANGE BLOSSOM TRAIL RAMP, CONTINUE FOR 0.3 MILES. CONTINUE STRAIGHT ONTO APOPKA BLVD FOR 1.5 MILES. TURN RIGHT INTO SITE AFTE CROSSING HIAWASSEE RD.

GENERAL SITE NOTES

1. ANY DAMAGE TO EXISTING ROADWAYS RESULTING FROM THE DEMOLITION OR GENERAL CONSTRUCTION INCLUDING BUT NOT LIMITED TO THE EDGE OF PAVEMENT, TRAVEL LANE, CURB, PAVEMENT STRIPING, RPM'S, ETC., SHALL REQUIRE FULL TRAVEL LANE MILLING AND RESURFACING, CURB RESTORATION, PAVEMENT RE-STRIPING, RE-INSTALLATION OF RPM'S AND/OR ROADWAY SIGNS. THE ENTIRE RIGHT-OF-WAY SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER, REPAIR PATCHES SHALL NOT BE ALLOWED.
2. THE IMPROVEMENTS ON COUNTY ROADS REQUIRE A LETTER OF CREDIT AS PART OF THE RIGHT-OF- WAY PERMIT PER ORANGE COUNTY CODE SECTION 21-102, 21-208.
3. SITEWORK WILL BE UNDER A SEPARATE PERMIT
4. ANY RIGHT-OF-WAY AND/OR EASEMENT DEDICATION SHALL BE COMPLETED AND RECORDED PRIOR TO THE ISSUANCE OF THE CERTIFICATION OF COMPLETION PER ORANGE COUNTY CODE SECTION 34-180.
5. APPROVAL OF THESE PLANS SHALL NOT RELIEVE THE ENGINEER-OF-RECORD AND THE CONTRACTOR FROM THE REQUIRED COMPLIANCE WITH THE ADOPTED ORANGE COUNTY CODE OF ORDINANCES, UNLESS AN APPROVED SPECIFIC WRITTEN VARIANCE IS RECEIVED.
6. PROJECT DESIGNS BASED ON OCU MANUAL 2021

1

OWNER / DEVELOPER

APOPKA 3 LLC
DAVID B. DELOACH
1206 EAST RIDGEWOOD ST
ORLANDO, FL 32803

LAND SURVEYOR:
BOWMAN CONSULTING
KEN CARR
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CIVIL ENGINEER:
BOWMAN CONSULTING
ENGINEER OF RECORD:
DANE FRAY
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BUILDING ARCHITECT:
CUHACI PETERSON
2600 MAITLAND CENTER PKWY.
SUITE 200
MAITLAND, FL 32751
PHONE: (407) 661-9101

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
DM1.0	DEMOLITION PLAN
ES1.0	EROSION CONTROL PLAN
ES2.0	EROSION CONTROL DETAILS
C1.0	SITE PLAN
C1.1	TRUCK ROUTE
C1.2	FIRE TRUCK ROUTE
C2.0	GRADING AND DRAINAGE
C2.1	GRADING SECTIONS
C2.2	POND SECTIONS
C3.0	UTILITY PLAN
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D1.1	DETAILS
D1.2	DETAILS
D1.3	DETAILS

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Dane Fray

Reason: This item has been digitally signed & sealed by Dane Fray, P.E. on the date indicated here. Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.
Date: 2025.11.04 10:53:00-05'00'

11/4/25

DANE FRAY
LICENSE NO. 97211
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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COVER SHEET
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

PLAN STATUS		
DATE	DESCRIPTION	
TC DESIGN	TC DRAWN	DF CHKD
SCALE	NONE	
JOB No.	010887-01-002	
DATE	10/29/2025	
SHEET	C0.0	

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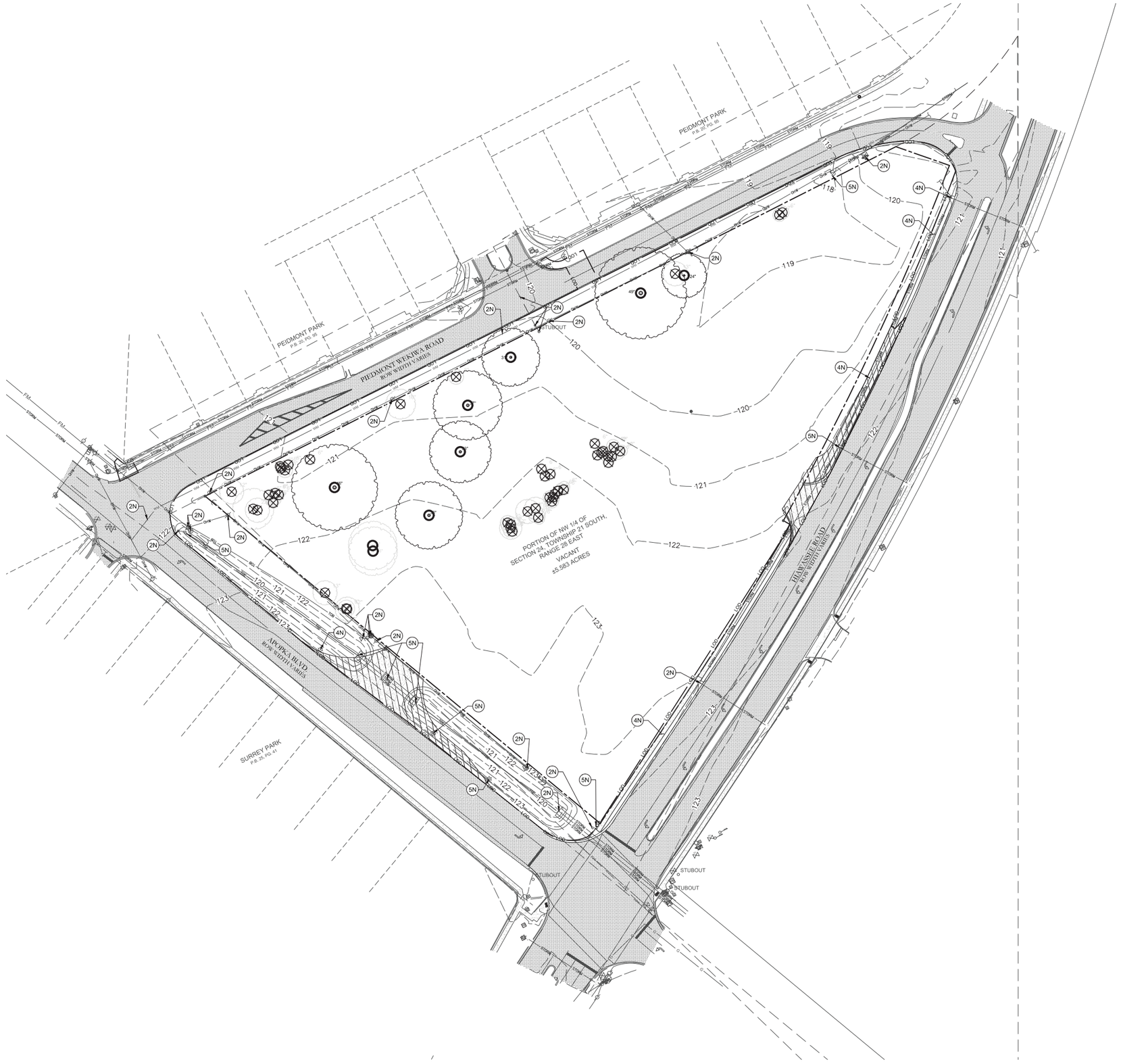

DEMOLITION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) OF ALL MATERIALS, SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICES TO ANY NECESSARY UTILITIES DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
5. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR, THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
6. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
7. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY, ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE ANY ROAD RIGHT OF WAY DURING CONSTRUCTION.
8. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY CONSTRUCTION MANAGER.
9. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
10. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
11. CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR.
12. THE CONTRACTOR SHALL COORDINATE WATER MAIN WORK WITH THE FIRE DEPT. AND THE CITY UTILITY DEPARTMENT TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE BUILDING AND SITE THROUGHOUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE CITY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATER MAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
13. DAMAGE TO ALL EXISTING FACILITIES AND IMPROVEMENTS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
14. BACKFILL ALL EXCAVATIONS RESULTING FROM THE DEMOLITION WORK MEETING THE REQUIREMENTS FOR FILL OUTLINED IN THE GEOTECHNICAL INVESTIGATION REPORT FOR THIS SITE.
15. EXISTING PERIMETER TREES & LANDSCAPING TO REMAIN WHEREVER POSSIBLE. REFER TO THE LANDSCAPE PLANS.
16. ALL CUTS IN ASPHALT AND CONCRETE TO BE STRAIGHT, NO PUZZLE CUTS.

LEGEND - PROPOSED

- PROPERTY LINE
- LOD — LIMITS OF DISTURBANCE
- REMOVE BUILDING, COVERED AREA, CONCRETE, ASPHALT, CURBING, SIDEWALK, A/C PADS, AND BOLLARDS
- TREE REMOVAL - REFER TO LANDSCAPE PLANS
- TREE PROTECTION - REFER TO LANDSCAPE PLANS
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE SIDEWALK

NOTES

1N EXISTING TO BE REMOVED
2N EXISTING UTILITIES TO REMAIN, PROTECT IN PLACE
3N EXISTING TO BE MODIFIED
4N EXISTING TO REMAIN
5N EXISTING TO BE RELOCATED
6N SAWCUT
7N TREE PROTECTION FENCING (REFER TO TREE DISPOSITION SHEET, LP-2)

ALERT TO CONTRACTOR:

PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM BCG AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. BCG AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.

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GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

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DEMOLITION PLAN
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY
LICENSE
No. 97211
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DANE FRAY
LICENSE NO. 97211

PLAN STATUS

DATE	DESCRIPTION
TC DESIGN	TC DRAWN / DF CHKD
SCALE	1" = 50'
JOB No.	010887-01-002
DATE	10/29/2025
SHEET	DM1.0

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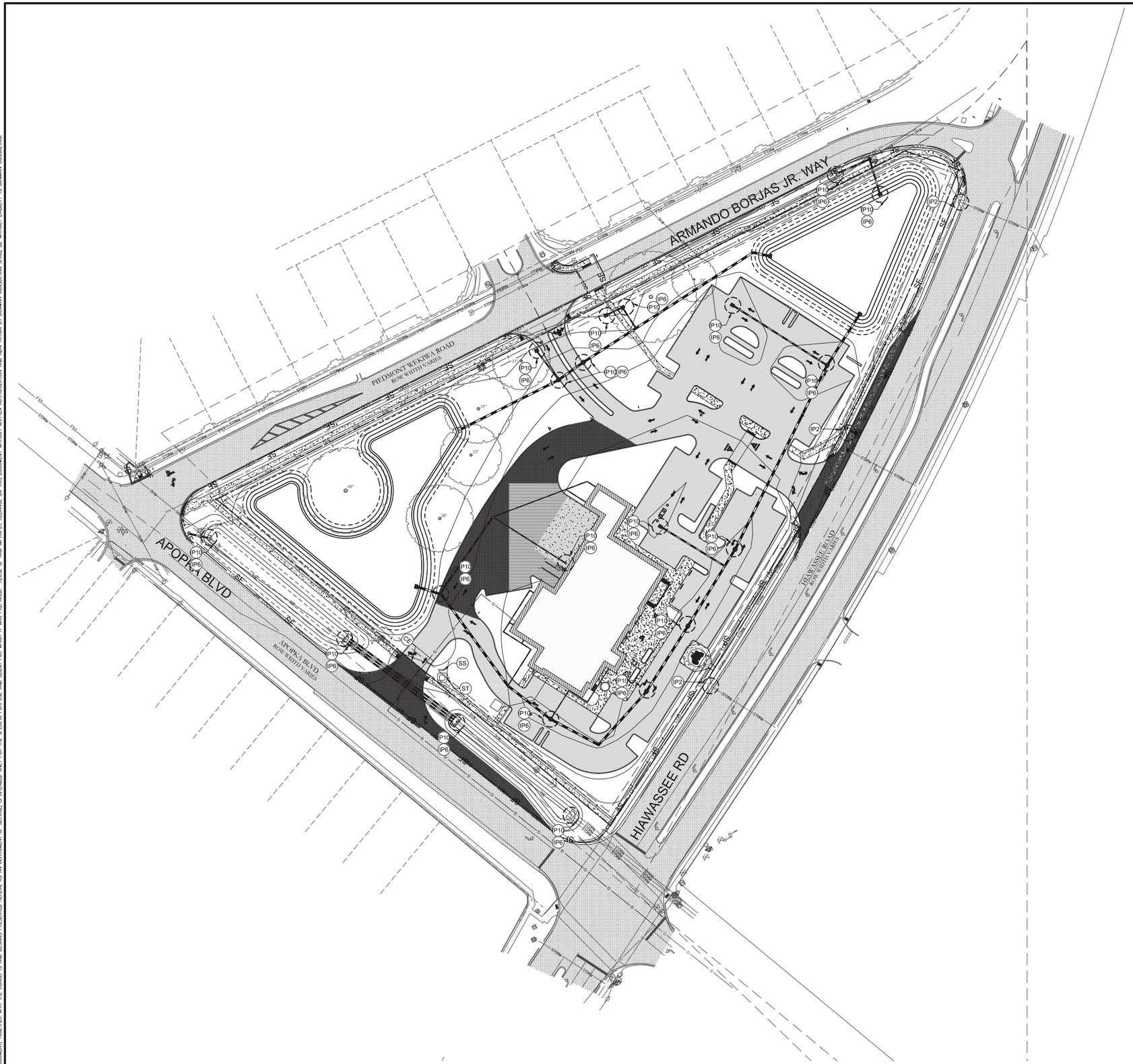

EROSION AND SEDIMENT CONTROL NOTES

1. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP AND THAT CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS, ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DIRECTED BY PERMITTING AGENCY AND OWNER OR AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
2. PERMIT FOR ANY CONSTRUCTION ACTIVITY MUST BE MAINTAINED ON SITE AT ALL TIMES.
3. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
4. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
5. ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
6. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
7. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
8. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
9. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
10. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 7 DAYS, SHALL BE TEMPORARILY SEEDED, THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
11. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE SODDED/LANDSCAPED PER PLANS. THESE AREA SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.
12. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
13. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
14. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
15. ON-SITE AND OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
16. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
17. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES TO PREVENT EROSION AND SEDIMENTATION.
18. CONTRACTOR SHALL DESIGNATE/IDENTIFY AREAS INSIDE THE LIMITS OF DISTURBANCE, FOR WASTE DISPOSAL AND DELIVERY AND MATERIAL STORAGE.
19. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH THE EROSION CONTROL SEQUENCING SHOWN ON THIS PLAN, NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND/OR GRADING SHALL BE PERMITTED.

LEGEND

- BOUNDARY LINE
- CONSTRUCTION ENTRANCE
- HEAVY DUTY CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE SIDEWALK

EROSION DETAILS

- IP2 — CURB INLET SEDIMENT CONTROL
- IP6 — SILT FENCE INLET PROTECTION
- IP10 — FILTER SACKS
- SD — SILT DIKE
- CE — TEMPORARY CONSTRUCTION EXIT/ENTRANCE
- ST — TEMPORARY SEDIMENT TRAP
- SS — SWPP SIGN (SEE DETAIL SHEET ES2.0)
- SF — SF — TEMPORARY SILT FENCE
- LOD — LIMITS OF DISTURBANCE
- PROPOSED STORM DRAIN PIPE

N

GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

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EROSION CONTROL PLAN
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY
LICENSE NO. 97211

PLAN STATUS	
DATE	DESCRIPTION
TC DESIGN	TC DRAWN / DF CHKD
SCALE	1" = 50'
JOB No.	010887-01-002
DATE	10/29/2025
SHEET	ES1.0

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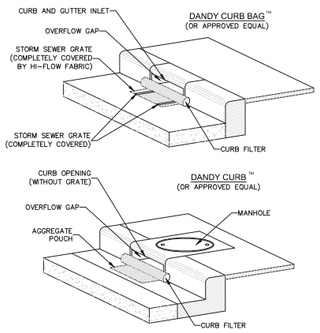
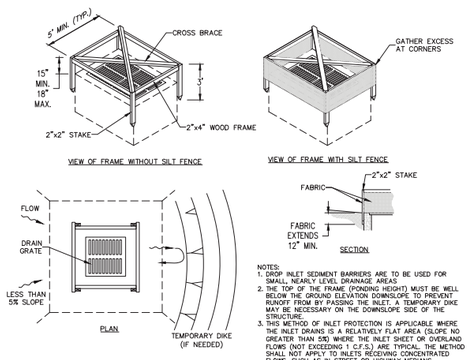
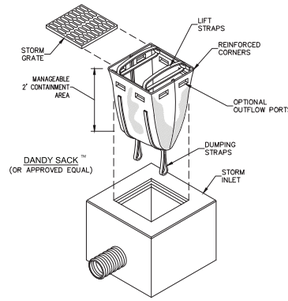


CURB INLET SEDIMENT CONTROL IP2
N.T.S



NOTES:
1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS
2. THE TOP OF THE FRAME (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BY PASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE.
3. THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS IS A RELATIVELY FLAT AREA (SLOPE NO GREATER THAN 5%) WHERE THE INLET SHEET OR OVERLAND FLOWS (NOT EXCEEDING 1 C.F.S.) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

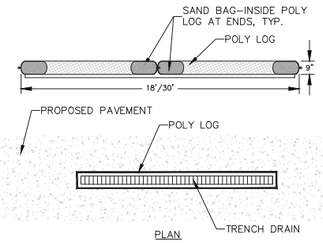
SILT FENCE INLET PROTECTION IP 6
N.T.S



INLET INSERT IP 10
N.T.S

LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	120 LBS
MULLEN BURST	ASTM D-3786	800 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4355	80 %
APPARENT OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	40 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	0.55 SEC $^{-1}$
MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC $^{-1}$

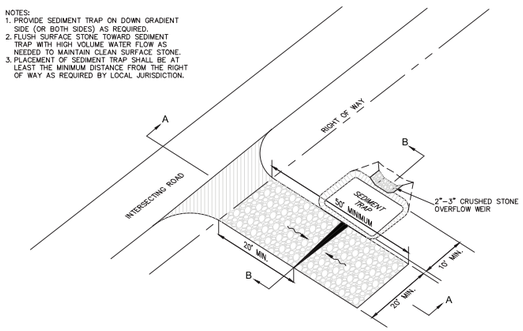
NOTES:
1. FOR TEMPORARY USE TO CAPTURE LARGER DIAMETER SEDIMENTS. NOT TO BE UTILIZED AS THE ONLY SEDIMENT CONTAINMENT SYSTEM
2. GEOTEXTILE WILL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEED REQUIREMENTS IN THE SPECIFICATIONS TABLE.
3. AN OIL ADSORBENT PAD OR PILLOW CAN BE PURCHASED WHEN OIL SPILLS ARE A CONCERN.
4. INSPECT PER REGULATORY REQUIREMENTS.

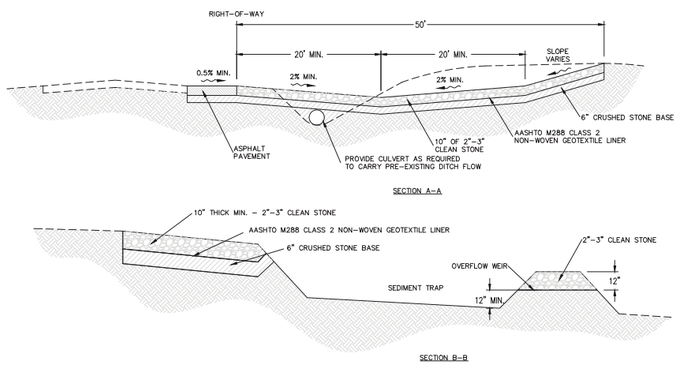


NOTES;
1. STANDARD LENGTHS ARE 9 AND 15 FEET.
2. DIAMTER OF POLY LOG IS 9"
3. YELLOW-COLORED PVC MESH POROUS SLEEVE FILLED WITH NONGRADABLE RECYCLED POLYPROPYLENE MATERIAL.
4. COMBINE POLY LOGS FOR NEEDED LENGTHS OR LONG RUNS.

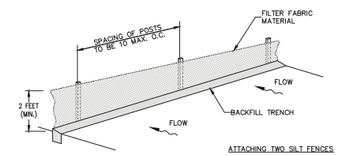
POLY LOG SEDIMENT CONTROL PL
N.T.S

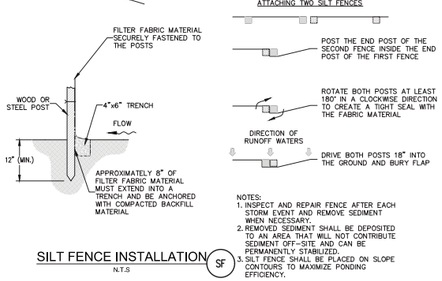
NOTES:
1. PROVIDE SEDIMENT TRAP ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED.
2. FLUSH SURFACE STONE TOWARD SEDIMENT TRAP WITH HIGH VOLUME WATER FLOW AS NEEDED TO MAINTAIN CLEAN SURFACE STONE.
3. PLACEMENT OF SEDIMENT TRAP SHALL BE AT LEAST THE MINIMUM DISTANCE FROM THE RIGHT OF WAY AS REQUIRED BY LOCAL JURISDICTION.





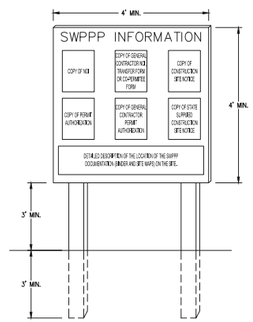
CONSTRUCTION EXIT CE
N.T.S





NOTES:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

SILT FENCE INSTALLATION SF
N.T.S



NOTES:
1. "SWPPP INFORMATION" MUST BE DISPLAYED PROMINENTLY ACROSS THE TOP OF THE SIGN, AS SHOWN IN THE DETAIL.
2. SIGN TO BE CONSTRUCTED OF A RIGID MATERIAL, SUCH AS PLYWOOD OR OUTDOOR SIGN BOARD. SIGN MUST BE CONSTRUCTED IN A MANNER TO PROTECT DOCUMENTS FROM DAMAGE DUE TO WEATHER (WIND, SUN, MOISTURE, ETC.).
3. THE SWPPP INFORMATION SIGN MUST BE LOCATED NEAR THE ENTRANCE/EXIT OF THE SITE, SUCH THAT IT IS ACCESSIBLE/VIEWABLE BY THE GENERAL PUBLIC, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A SAFETY HAZARD.
4. ALL POSTED DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE-OF-TERMINATION (NOT) IS FILED FOR THE PERMIT.
5. CONTRACTOR SHALL POST OTHER STORM WATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE LOCAL AGENCY.
6. SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
7. CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY OF THIS SWPPP INFORMATION SIGN.

SWPPP INFORMATION SIGN SS
N.T.S

N

GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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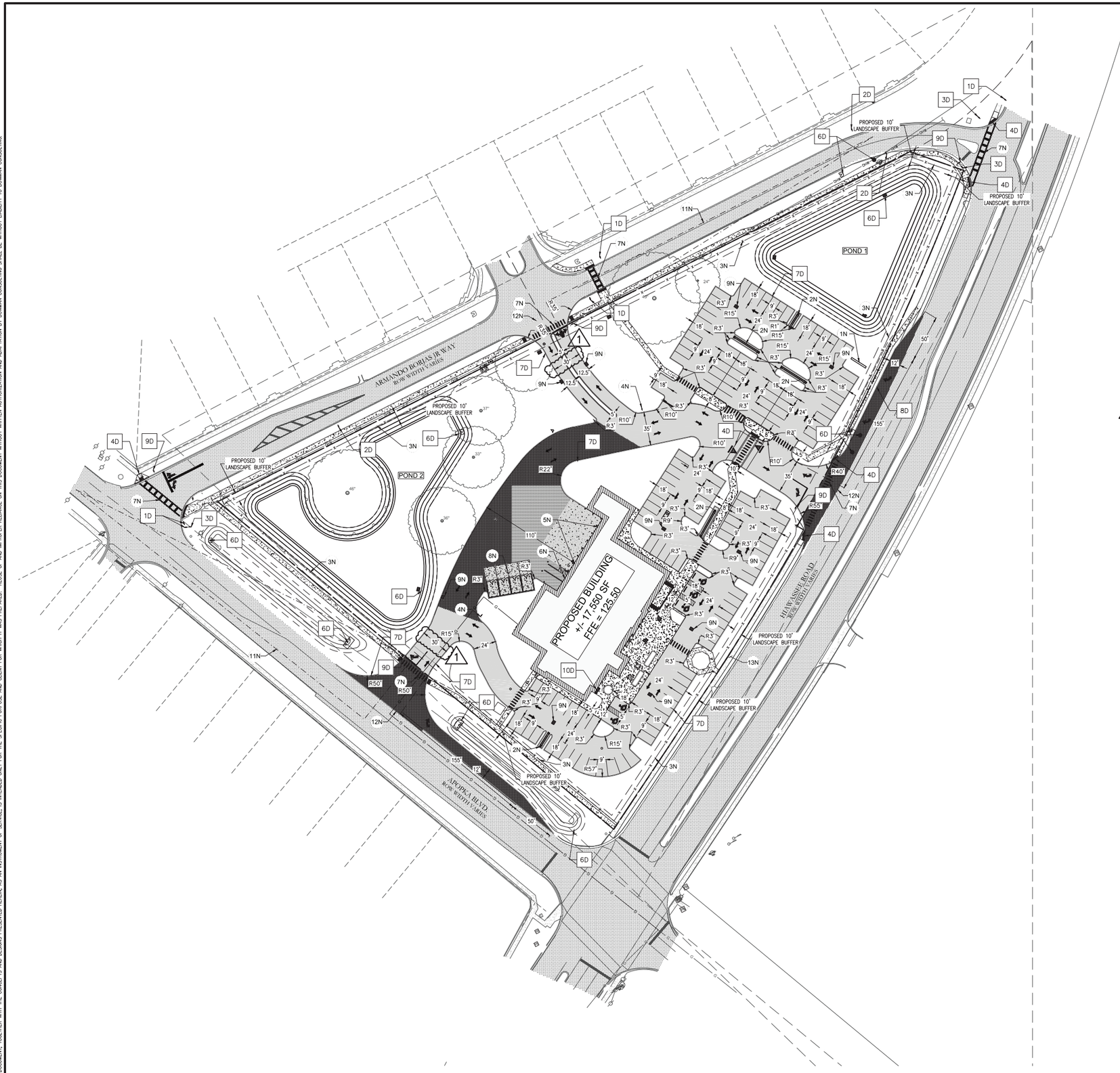
EROSION CONTROL DETAILS
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY
LICENSE NO. 97211

PLAN STATUS	



GENERAL SITE NOTES

1. ALL PARKING DIMENSIONS SHOWN ARE TO THE FACE OF CURB.
2. ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN. REFER TO THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY BOWMAN CONSULTING, JULY 14, 2025, CURRENT VERSION FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
3. A PRE-CONSTRUCTION MEETING WITH CITY ENGINEER SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCEMENT.
4. THE CITY OF APOPKA SHALL BE GIVEN AT LEAST 48 HOURS NOTICE PRIOR TO PERFORMING ANY INSPECTIONS.
5. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE, PERFORMED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES AS DEFINED BY F.A.C. RULE 62-555.314. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
6. ANY WORK DONE IN THE PUBLIC RIGHT-OF-WAY, ADJACENT TO THE PROPERTY, IN DISREPAIR OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
7. THERE ARE NO SIGNAGE PROPOSED WITH DEVELOPMENT
8. GRADE BREAKS WITHIN THE LIMITS OF THE THROUGH LANE SHALL NOT BE ALLOWED
9. SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AT ALL PAVEMENT CONNECTION POINTS AND TIE INTO EXISTING PAVEMENT AND LEVEL ALL FINISH COURSE AS NECESSARY TO MAINTAIN UNIFORM ROADWAY CROWN AND TRAVEL LANES
10. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC
11. ACCESSIBLE RAMPS MUST BE CONSTRUCTED AT THE STREET INTERSECTION(S) AND DRIVEWAY CONNECTION(S) TO COMPLY WITH THE AMERICANS WITH DISABILITY ACT (ADA) AND WILL MEET FDOT DESIGN STANDARDS.
12. NO CONCRETE SIGN INSTALLATIONS PERMITTED FOR PROPOSED SIGNAGE. TRAFFIC SIGNAGE SHOULD NOT BE INSTALLED IN CONCRETE
13. STREET SIGNS POST TO BE SQUARE GALVANIZED STEEL AND HOLES SHALL BE CORED 2-IN SQUARE GALVANIZED POLES SHALL BE PRE-SCORED ALSO CALLED QUICK PUNCH.
14. ALL TRAFFIC CONTROL SIGNS WITHIN THE RIGHT-OF-WAY SHALL BE MANUFACTURED USING DIAMOND GRADE REFLECTIVE SHEETING. ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MUTCD AND ORANGE COUNTY CRITERIA FOR SIGN SIZE, SHAPE, AND LETTERING DIMENSIONS.

NOTES

1N PROPOSED MONUMENT SIGN BY OTHERS
2N LOCATION OF SHOPPING CART CORRAL
3N FOUR BOARD FARM FENCE
4N WAYFINDING SIGNAGE
5N TRUCK UNLOADING ZONES
6N RECEIVING AND BAILING
7N PROPOSED 6" WIDE SPECIAL EMPHASIS CROSSWALK DETAIL PER FDOT INDEX 711-001.
8N PROPOSED DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS
9N PROPOSED STORM WATER INLET. SEE DRAINAGE AND GRADING SHEET FOR DETAILS.
10N PROPOSED STREET STRIPING IMPROVEMENTS. SEE STRIPING DETAILS
11N CLEAR SIGHT LINE TRIANGLES PER FDM 212
12N EXISTING ASPHALT TO BE REMOVED 12" FROM EDGE OF ASPHALT TO OFFSET THE ASPHALT/OFFSET BASE JOINT
13N EXISTING SIDEWALK

DETAILS

1D PEDESTRIAN CROSSING SIGNAGE WITH AN ARROW PANEL. PER MUTCD
2D PEDESTRIAN CROSSING SIGNAGE WITH "AHEAD" PANEL. PER MUTCD
3D TON LIMIT SIGNAGE
4D PROPOSED PEDESTRIAN RAMP PER FDOT 522-002 SEE SHEET D1.2 FOR DETAILS
5D PROPOSED CROSSWALK. PER FDOT INDEX 700
6D PROPOSED STORM DRAIN STRUCTURE. SEE DRAINAGE AND GRADING SHEET FOR SIZING.
7D PROPOSED SITE TYPE D CURB. SEE SHEET D1.1 FOR DETAILS
8D PROPOSED TYPE F CURB AND GUTTER TO MATCH EXISTING. SEE D1.1 FOR DETAILS
9D 36"X36" STOP SIGN, PER ORANGE COUNTY STANDARDS
10D BIKE RACK LOCATION. SEE ARCHITECTURAL PLANS FOR DETAILS

SITE DATA

PARCEL AREA	243,203 SF (5.58 AC)
PARCELS IDENTIFICATION NUMBERS	24-21-28-0000-00-005
EXISTING ADDRESS	1819 ARMANDO BORJAS JR WAY
LOCAL JURISDICTION	CITY OF APOPKA
ZONING DESIGNATION	C-C COMMUNITY COMMERCIAL
PROPOSED BUILDING AREA	17,550 SF
BUILDING SETBACKS REQUIRED / PROVIDED	
FRONT (SOUTH)	10 FT
SIDE/REAR	10 FT STREET / 10 FT INTERIOR OR REAR
PARKING	
TOTAL PARKING PROVIDED	142
TOTAL STANDARD PARKING PROPOSED	(9 FT X 18 FT) 137
TOTAL ADA PARKING PROPOSED	(12 FT X 18 FT) 5
TOTAL PARKING REQUIREMENTS	3.5 / 1000SF = 68
TOTAL ADA PARKING REQUIREMENTS	5
FLOOR AREA RATIO (LOT COVERAGE)	0.072
BUILDING HEIGHT	35 FT MAX

PROPOSED LEGEND

- PROPERTY LINE
- BUILDING SETBACK
- PROPOSED CURB AND GUTTER
- DIRECTIONAL ARROWS (PER FDOT INDEX 17346)
- DIRECTIONAL ARROWS (PER FDOT INDEX 17346)
- STOP BAR
- SIGN
- PROPOSED PARKING SPACES
- ACCESSIBLE SPACES
- PROPOSED LIGHT POLES
- HEAVY DUTY CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE SIDEWALK
- EXISTING TREE

GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

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SITE PLAN
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY
LICENSE NO. 97211

PLAN STATUS

DATE	DESCRIPTION
TC DESIGN	TC DRAWN / DF CHKD
SCALE	1" = 50'
JOB No.	010887-01-002
DATE	10/30/2025
SHEET	C1.0

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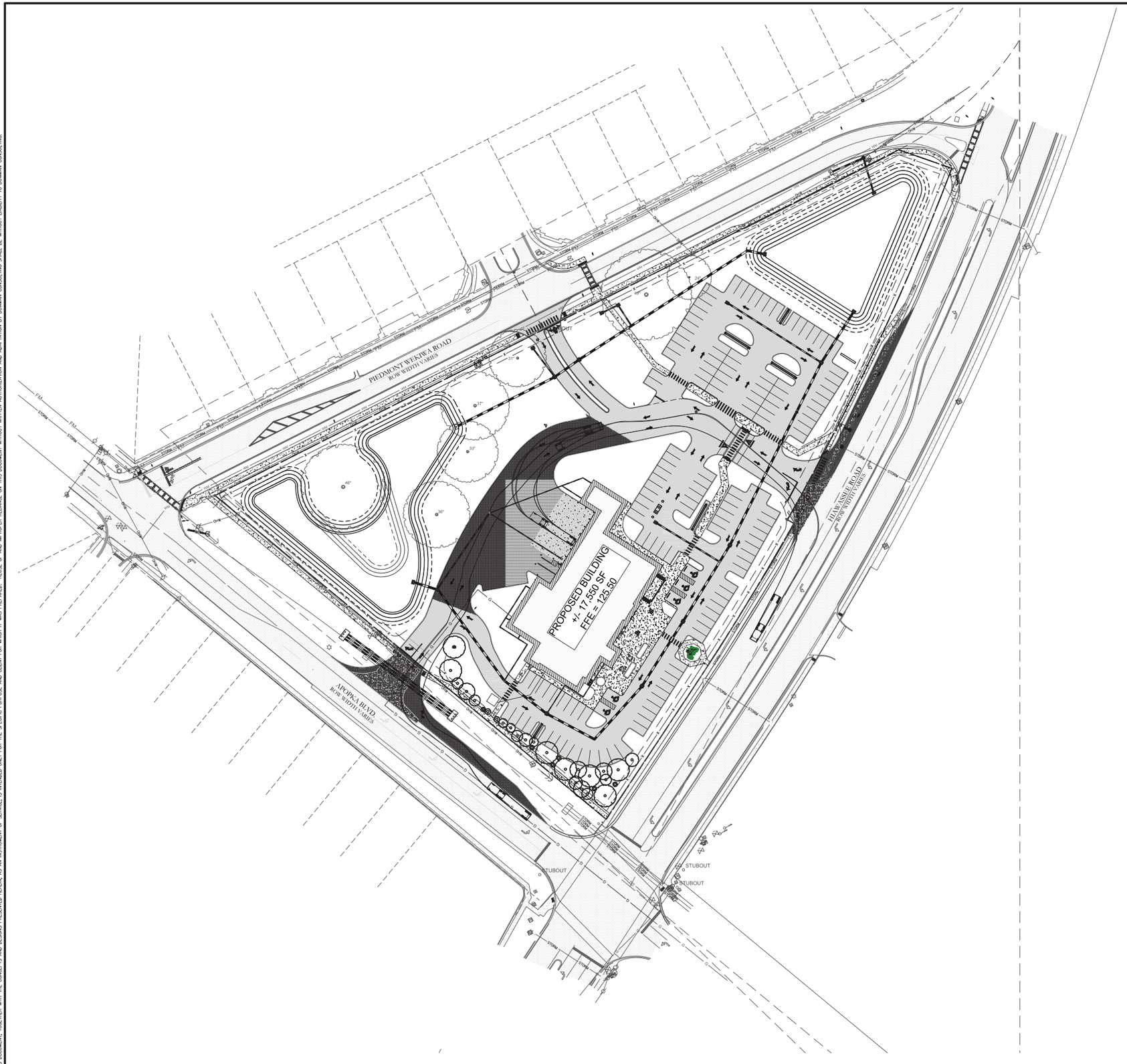
CAD file name: V:\010887 - Bio-Tech\010887-01-002 (ENG) - Freshfields Farm\Engineering\Engineering Plans\010887-01-002-SITE PLAN.dwg 10/30/2025


PIEDMONT WEKIWA ROAD
ROW WIDTH VARIES
HAWKSHEIL ROAD
ROW WIDTH VARIES
APOPKA BLVD.
ROW WIDTH VARIES
PROPOSED BUILDING
+/- 17,550 SF
FFE = 125.50
STUBOUT
STUBOUT
STUBOUT
STORM
STORM
STORM
FM
FM
F

N

GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

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FIRE TRUCK ROUTE

FRESHFIELDS FARM APOPKA

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DANE FRAY
LICENSE NO. 97211

PLAN STATUS

DATE	DESCRIPTION

TC DESIGN	TC DRAWN	DF CHKD

SCALE 1" = 50'

JOB No. 010887-01-002

DATE 10/30/2025

SHEET C1.2

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PROPOSED LEGEND

- PROPERTY LINE
- PROPOSED CURB
- PROPOSED STORM PIPE
- STORM CATCH BASIN
- STORM MANHOLE
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE SIDEWALK
- CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- 21.15 EXISTING GRADE ELEVATION
- 26.86 PROPOSED GRADE ELEVATION
- M.E. MATCH EXISTING GRADE
- 10 PROPOSED CONTOURS
- 0.8% PROPOSED SLOPE
- FLOW LINE
- HIGH POINT LINE

MODIFIED TYPE 'C' INLET CONTROL STRUCTURE
NTS

CONTROL STRUCTURE NOTES

CS-1	PROPOSED MODIFIED TYPE 'C' INLET CONTROL STRUCTURE. SEE DETAIL THIS SHEET.

CONCRETE (RIGID) SIDEWALK
SCALE: NONE

CONCRETE (RIGID) PAVEMENT
SCALE: NONE

ASPHALT (FLEXIBLE) PAVEMENT
SCALE: NONE

PAVING NOTES

1. SAWCUT AND REPAIR EXISTING ASPHALT AT ALL DRIVEWAY CONNECTIONS.
2. THE PERMITTEE IS RESPONSIBLE FOR ANY DAMAGE TO THE RIGHT-OF-WAYAND EASEMENTS AND MUST REPAIR AND RESTORE TO CITY OF APOPKA PRIOR TO CO OR FINAL.
3. ANY DAMAGE TO THE EXISTING INFRASTRUCTURE, INCLUDING SIDEWALKS, BY THE CONTRACTOR MUST BE REPLACED PRIOR TO FINAL INSPECTION. SIDEWALK PATCHING IS NOT ACCEPTABLE.
4. ALL ASPHALT TESTING MUST FOLLOW CITY OF APOPKA STANDARD TESTING POLICY.
5. ALL DISTURBED AREAS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE RESTORED.
6. ALL STREETS AND STORMWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF STREETS, PAVING AND DRAINAGE SYSTEMS.
7. ALL ASPHALT CUTS ARE TO BE STRAIGHT CUTS. "NO JIG SAW PUZZLE CUTS".
8. ALL SIDEWALKS AND CURBS ARE TO BE STRAIGHT CUT.

GRADING AND DRAINAGE NOTES

1. ALL ELEVATIONS ARE BASED ON NAVD 88.
2. SAWCUT AND REPAIR EXISTING ASPHALT AT ALL DRIVEWAY CONNECTIONS.
3. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY AND CAPPED.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF ALL EXISTING UTILITIES (ABOVE AND BELOW GROUND) AS SHOWN ON THESE PLANS ARE APPROXIMATE AND WERE LOCATED BASED ON EITHER VISUAL OBSERVATIONS AT THE SITE, EXISTING SURVEYS, AND/OR FROM UTILITY OWNERS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATIONS OF EXISTING UTILITIES(ABOVE AND BELOW GROUND) BEFORE BEGINNING ANY CONSTRUCTION. THE CONTRACTOR SHALL CALL APPROPRIATE UTILITY COMPANIES AND THE UTILITIES PROTECTION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY OWNER AND/OR ENGINEER OF ANY UTILITY CONFLICTS WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
5. ALL CUT OR FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
6. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILTS AND DEBRIS.
7. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
8. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING AND COVERS. MANHOLES IN UNPAVED ARES SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
10. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINES IN THE GENERAL N.P.D.E.S. PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTIONS ACTIVITIES.
11. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDING AND FOR ALL NATURAL AND PAVED AREAS.
12. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL GRASS DISTURBED AREAS IN ACCORDANCE WITH CITY/COUNTY SPECIFICATIONS UNTIL HEALTHY STAND OF GRASS IS OBTAINED.
13. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
14. CONTRACTOR TO REVIEW GEOTECHNICAL REPORT PROVIDED BY OWNER.
15. DAMAGES TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO CITY OF APOPKA.
16. ALL DRAINAGE SYSTEMS WILL BE PRIVATELY MAINTAINED.

STORM CHART

#	STRUCTURE TYPE	TOP ELEV.	PIPE INVERTS	PIPE INFORMATION
D-1	TYPE C INLET	RIM = 124.64	OUT = 120.39	D1 – D2 = 15" HP
D-2	TYPE C INLET	RIM = 124.70	INV = 119.70	D2 – D3 = 24" HP
D-3	STORMWATER MANHOLE	RIM = 124.65	INV = 119.59	D3 –D4 = 24" HP
D-4	TYPE C INLET	RIM = 124.50	INV = 119.20	D4 – D5 = 24" HP
D-5	TYPE C INLET	RIM = 124.51	INV = 118.77	D5 – D6 = 24" HP
D-6	STORMWATER MANHOLE	RIM = 124.35	INV = 118.37	D6 – D7 = 24" HP
D-7	TYPE C INLET	RIM = 124.95	INV = 118.07	D7 –D8 = 24" HP
D-8	STORMWATER MANHOLE	RIM = 124.80	INV = 117.77	D8 – D9 = 24" HP
D-9	TYPE C INLET	RIM = 123.51	INV = 117.13	D9 – POND 2 = 24" HP
D-10	TYPE C INLET	RIM = 123.80	INV = 118.79	D10 – D11 = 15" HP
D-11	TYPE C INLET	RIM = 123.65	INV = 117.64	D11 – POND 1 = 24" HP
D-12	TYPE C INLET	RIM = 123.68	INV = 117.66	D12 – POND 2 = 24" HP
D-13	TYPE C INLET	RIM = 123.76	INV = 117.59	D13 – D12 = 24" HP
D-14	CURB INLET	RIM = 122.00	OUT = 117.45	PROPOSED CURB INLET D14 – D19 = 18" RCP
D-15	STORMWATER MAHOLE	RIM = 121.55	IN = 117.38 IN = 117.37 OUT = 117.34	PROPOSED STORMWATER MANHOLE TO TIE INTO EXISTING STORM DRAIN ALIGNMENT
D-16	STORMWATER MAHOLE	RIM = 124.00	IN = 119.78 IN = 119.68 OUT = 119.20	D16 – D9 = 15" HP
D-17	STORMWATER MANHOLE WITH SUMP PUMP	RIM = 121.50	OUT = 117.83	D17 – D16 = 8" HP W/ SUMP PUMP
D-18	STORMWATER MAHOLE	RIM = 120.10	IN = 117.46 IN = 117.56 OUT = 117.46	POND 1 TO D18 = 18" HP
D-19	STORMWATER MAHOLE	RIM = 121.45	IN = 117.35 IN = 117.26 OUT = 117.26	PROPOSED STORMWATER MANHOLE TO TIE INTO EXISTING STORM DRAIN ALIGNMENT

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GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

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GRADING AND DRAINAGE PLAN
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY LICENSE No. 97211 STATE OF FLORIDA PROFESSIONAL ENGINEER
DANE FRAY
LICENSE NO. 97211

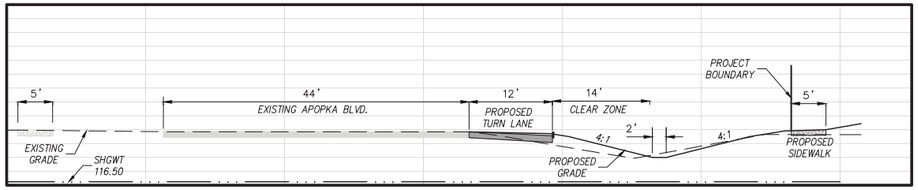
PLAN STATUS

DATE	DESCRIPTION

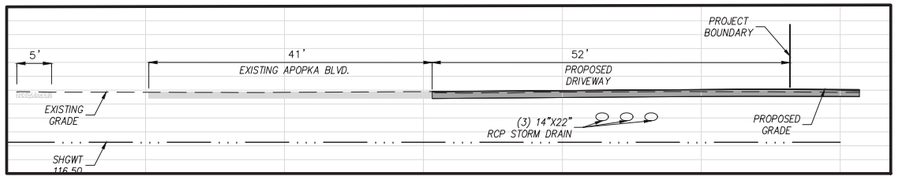
TC DESIGN	TC DRAWN	DF CHKD

SCALE 1" = 50'
JOB No. 010887-01-002
DATE 11/4/2025

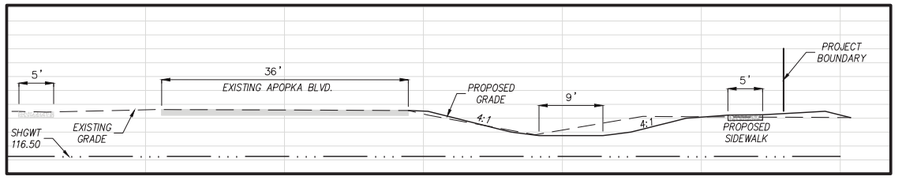
SHEET C2.0



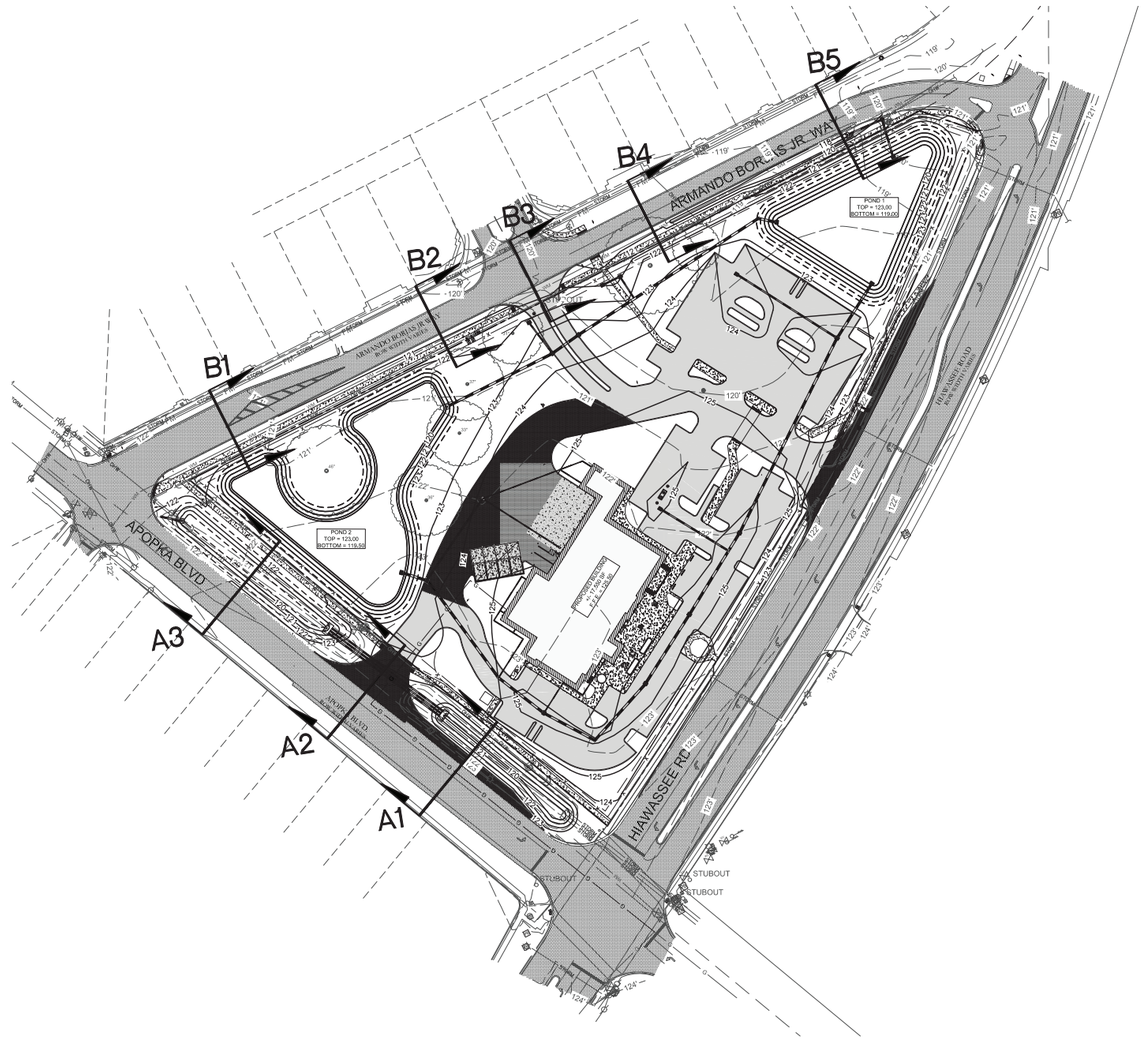
SECTION A1
APOPKA BLVD.
DESIGN SPEED: 35 MPH

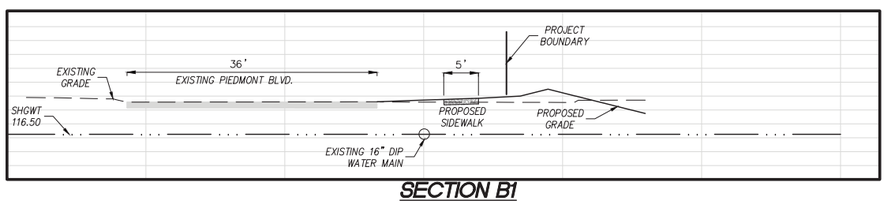


SECTION A2
APOPKA BLVD.
DESIGN SPEED: 35 MPH

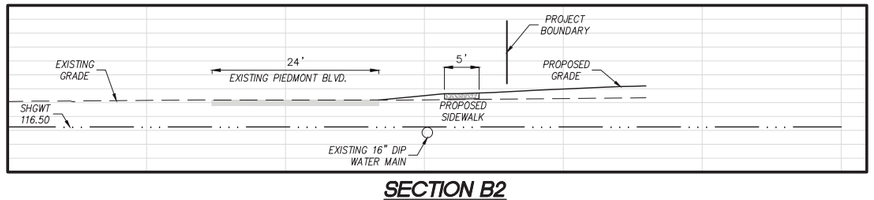


SECTION A3
APOPKA BLVD.
DESIGN SPEED: 35 MPH

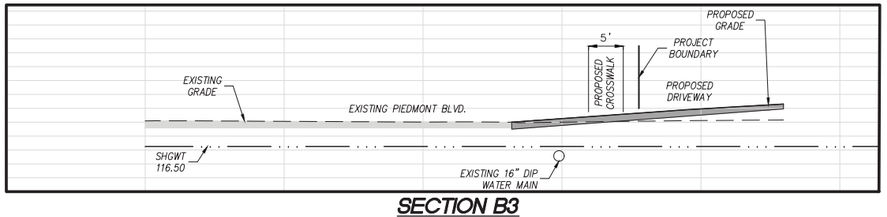




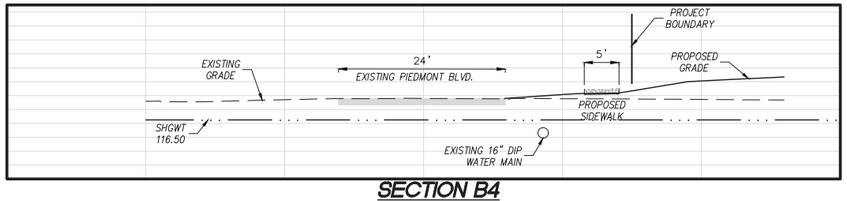
SECTION B1
ARMANDO BORJAS JR WAY
DESIGN SPEED: 35 MPH



SECTION B2
ARMANDO BORJAS JR WAY
DESIGN SPEED: 35 MPH



SECTION B3
ARMANDO BORJAS JR WAY
DESIGN SPEED: 35 MPH



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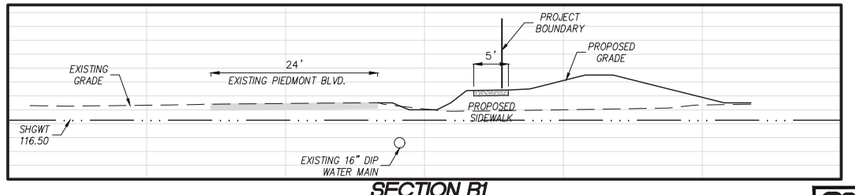
ARMANDO BORJAS JR WAY
DESIGN SPEED: 35 MPH



SECTION B1
ARMANDO BORJAS JR WAY
DESIGN SPEED: 35 MPH

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GRAPHIC SCALE
0 25' 50' 100'
(IN FEET)
SCALE: 1" = 50'

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GRADING SECTIONS
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY
LICENSE NO. 97211

PLAN STATUS	
DATE	DESCRIPTION
TC DESIGN	TC DRAWN / DF CHKD
SCALE	1" = 50'
JOB No.	010887-01-002
DATE	10/30/2025
SHEET	C2.1

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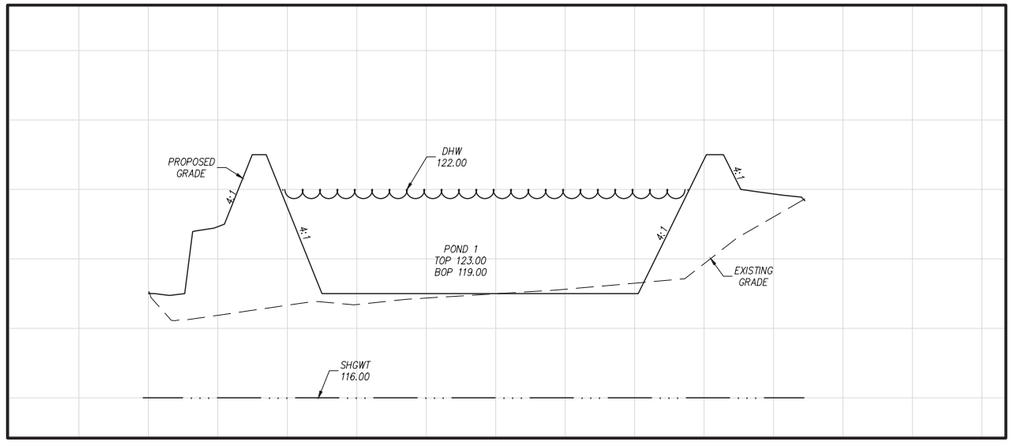
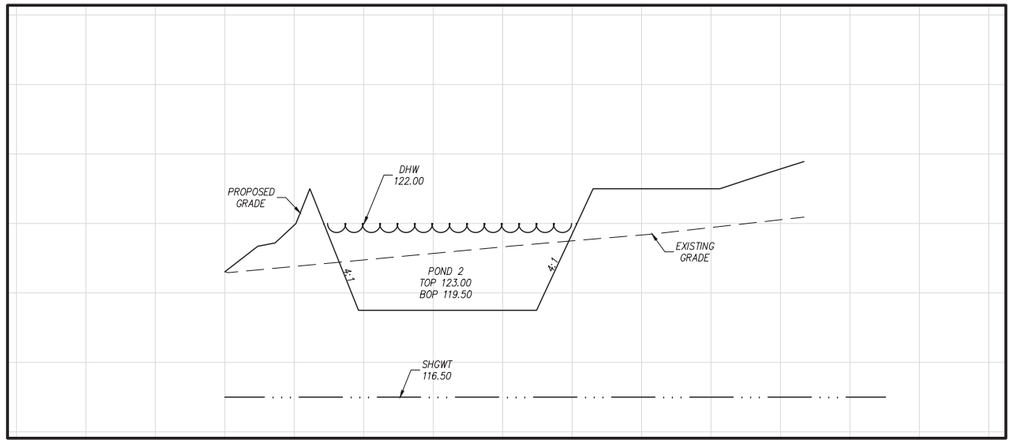


POND 1



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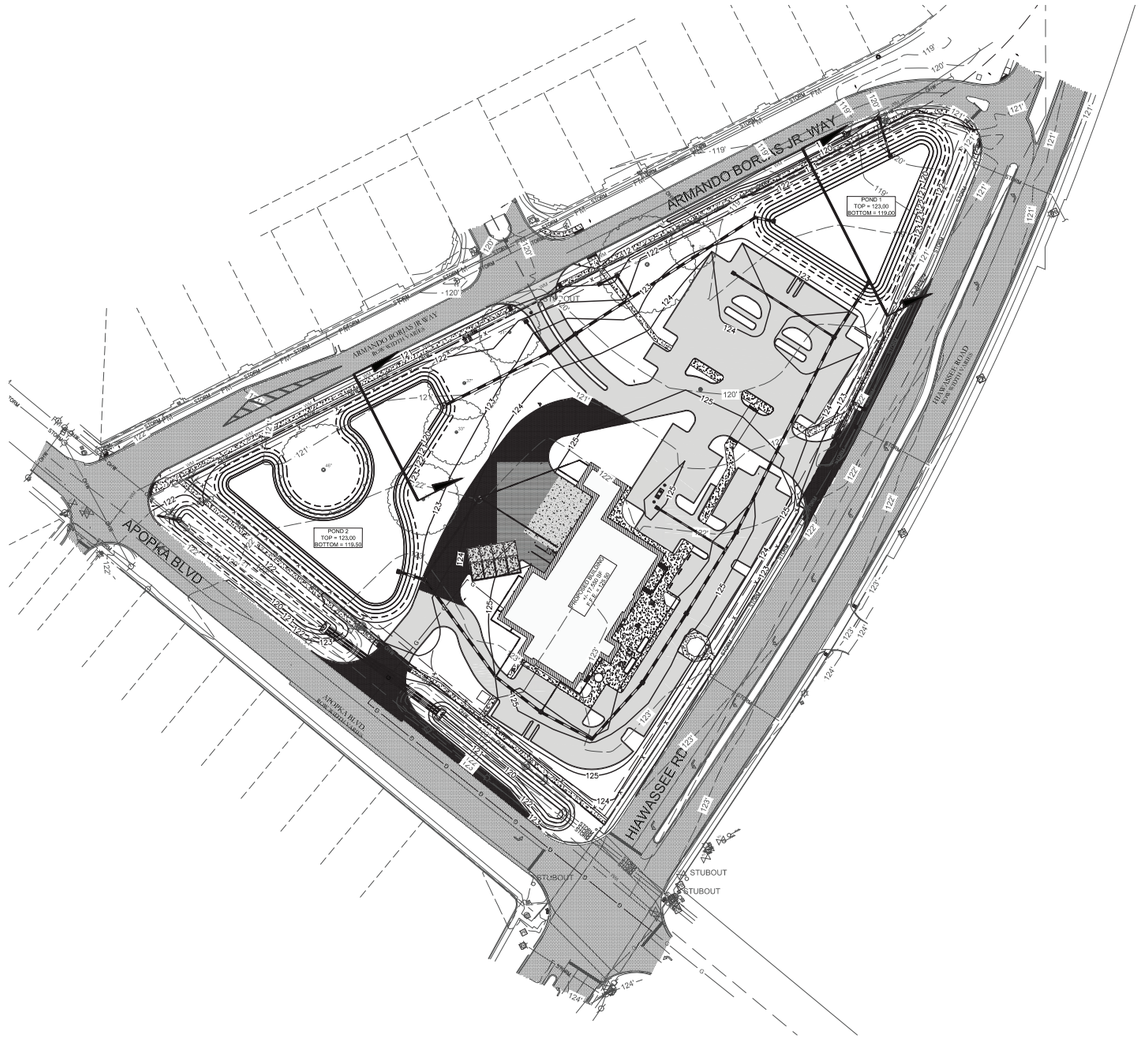

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GRAPHIC SCALE
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(IN FEET)
SCALE: 1" = 50'

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POND SECTIONS
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY
LICENSE No. 97211
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DANE FRAY
LICENSE NO. 97211

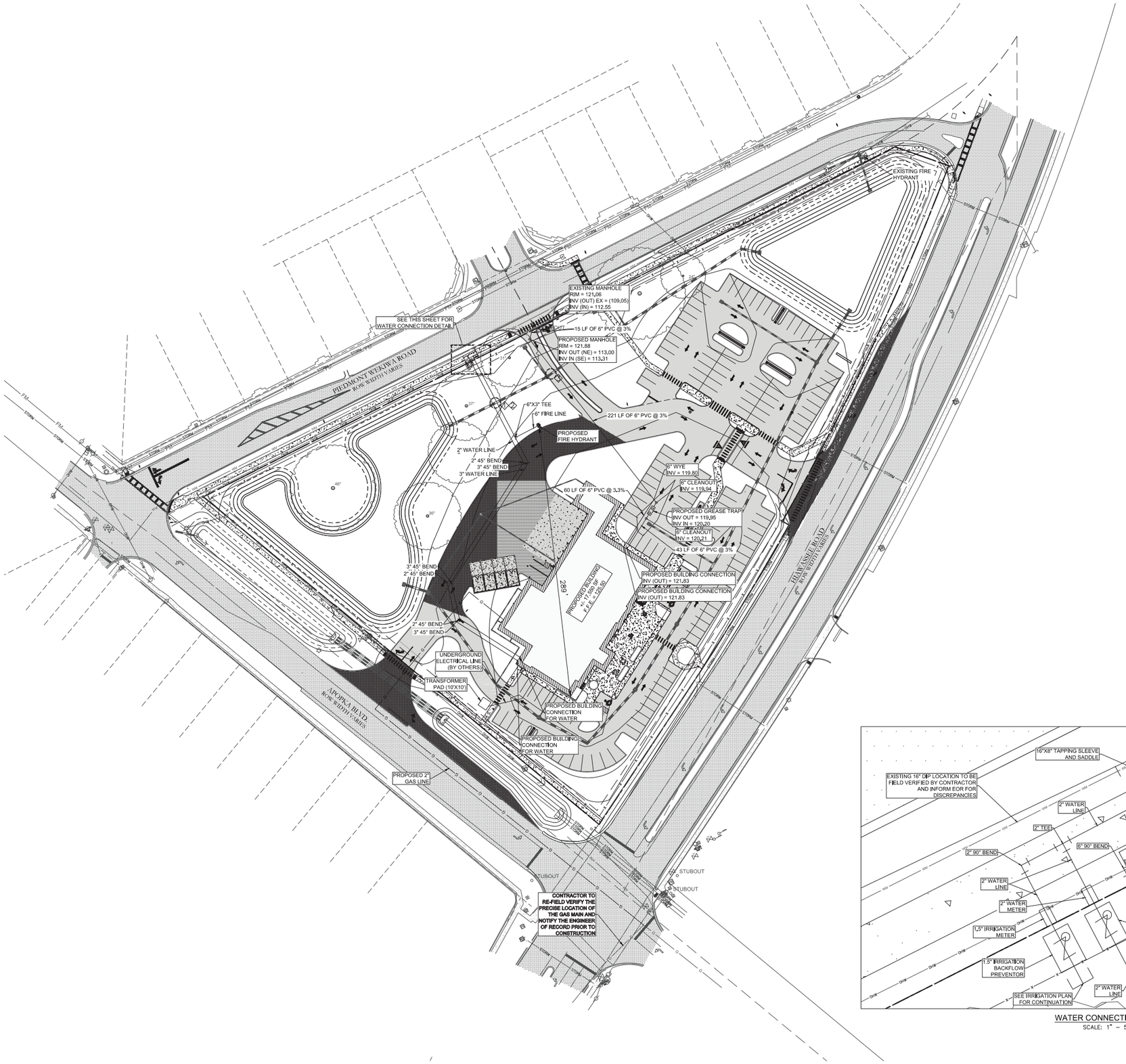
PLAN STATUS

DATE	DESCRIPTION

TC DESIGN	TC DRAWN	DF CHKD

SCALE 1" = 50'
JOB No. 010887-01-002
DATE 10/30/2025

SHEET C2.2



GENERAL UTILITY NOTES

1. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND IS RESPONSIBLE TO REPAIR ANY DAMAGE TO EXISTING UTILITIES DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. ALL UTILITIES ARE SHOWN FROM INFORMATION GATHERED AND SHOULD NOT BE USED AS EXACT. CONTRACTOR SHALL VERIFY EXACT DEPTHS AND LOCATIONS PRIOR TO UTILITY INSTALLATION.
3. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANY FOR INSTALLATION AND SPECIFICATION REQUIREMENTS.
4. ALL PIPE MATERIALS SHALL COMPLY WITH LOCAL REGULATIONS.
5. ALL TRENCHING AND BEDDING SHALL BE PER THE UTILITY TRENCH AND BEDDING DETAIL.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ALL BUILDING UTILITY TIE INS.
7. THE CONTRACTOR IS TO FIELD VERIFY THE EXACT LOCATIONS AND DEPTHS OF UTILITY LINES.
8. ALL CERTIFICATES AND SHOP DRAWINGS MUST BE SUBMITTED, REVIEWED, AND APPROVED PRIOR TO STARTING CONSTRUCTION.
9. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE, PERFORMED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES AS DEFINED BY F.A.C. RULE 62-555.314. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCT
10. BUILDING TO BE UNSPRINKLERED.
11. UTILITY SYMBOLS EXAGGERATED FOR CLARIFICATION.
12. UNDERGROUND UTILITIES TO BE FIELD VERIFIED IN RIGHT-OF-WAY WORK WITH EXISTING UTILITIES.
13. CONTRACTOR IS TO FIELD VERIFY LOCATION AND INVERTS OF EXISTING MANHOLE.
14. CONTRACTOR IS TO FIELD VERIFY SLOPE OF EXISTING 6" PVC PIPE FROM MANHOLE.
15. MANHOLES MUST BE CORE DRILLED. A CORE DRILL INSPECTION FORM MUST BE FAXED TO THE CITY OF APOPKA WASTEWATER COLLECTION DIVISION TWO (2) WORKING DAYS PRIOR TO CORE DRILLING THE MANHOLE. A WASTEWATER COLLECTION DIVISION REPRESENTATIVE MUST BE PRESENT. THE CONTRACTOR MUST RE-CONSTRUCT THE MANHOLE FLOW CHANNEL FOR PROPER FLOW WIDTH AND DIRECTION.
16. POTABLE WATER CANNOT BE USED FOR IRRIGATION.
17. EXISTING GRADE OVER PUBLIC WATER MAIN WILL NOT BE MODIFIED.

1

LEGEND - PROPOSED

- PROPERTY LINE
- WM — PROPOSED WATER LINE
- SS — PROPOSED SANITARY CONNECTION
- BE — PROPOSED BURIED ELECTRIC
- SITE LIGHTING
- PROPOSED CONFLICT
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE SIDEWALK
- CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT

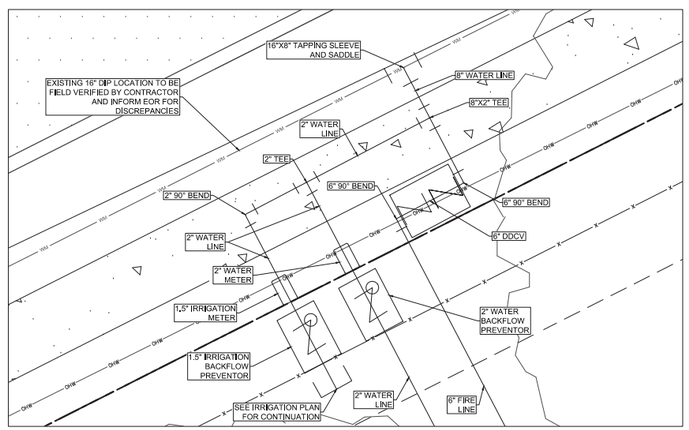
UTILITY CONSTRUCTION NOTES

FIRE FLOW CALCULATION

EXISTING HYDRANT: 0
CONSTRUCTION TYPE: VB (V(000))
REQUIRED FIRE FLOW: 3500 GPM
75% REDUCTION DUE TO BUILDING SPRINKLER SYSTEM
REQUIRED FIRE FLOW: 1000 GPM
HYDRANTS PROVIDED: 1

PIPE CROSSING DATA

1	EXISTING WATER OVER PROPOSED STORM: CONTRACTOR TO MAINTAIN 1 FOOT OF MINIMUM CLEARANCE ABOVE STORM PIPE
2	EXISTING WATER OVER PROPOSED STORM: CONTRACTOR TO MAINTAIN 1 FOOT OF MINIMUM CLEARANCE ABOVE SEWER PIPE, TOP SEWER PIPE = 115.09 BOTTOM OF STORM = 119.32
3	STORMWATER OVER SEWER PIPE CONTRACTOR TO MAINTAIN 1 FOOT OF MINIMUM CLEARANCE ABOVE SEWER PIPE, TOP SEWER PIPE = 115.09 BOTTOM OF STORM = 119.32



WATER CONNECTION DETAIL
SCALE: 1" = 5'

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UTILITY PLAN

FRESHFIELDS FARM APOPKA

1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY
LICENSE NO. 97211

PLAN STATUS	

DATE	DESCRIPTION	
TC DESIGN	TC DRAWN	DF CHKD

SCALE 1" = 50'
JOB No. 010887-01-002
DATE 10/30/2025

SHEET C3.0

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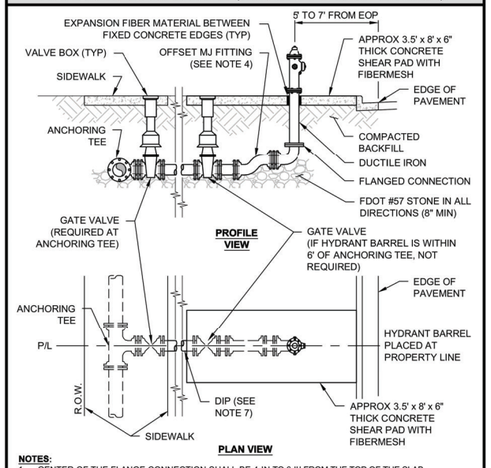
APPENDIX A STANDARD DRAWINGS

FIRE HYDRANT ASSEMBLY (STANDARD CONFIGURATION)



NOTES:

1. CENTER OF THE FLANGE CONNECTION SHALL BE 4-IN TO 6-IN FROM THE TOP OF THE SLAB.
2. BARREL COLORS: PRIVATE HYDRANTS - RED; PUBLIC HYDRANTS - SILVER.
3. BONNET COLORS: TO BE DETERMINED BY FLOW TEST.
4. OFFSET MJ FITTING ROTATED AS REQUIRED FOR HYDRANT BURY DEPTH ADJUSTMENT. HYDRANT EXTENSION RISERS SHALL NOT BE PERMITTED. ADDITIONAL RESTRAINT FITTINGS AS REQUIRED.
5. HYDRANT SHALL BE CENTERED ON SHEAR PAD.
6. PUMPER NOZZLE SHALL FACE ROADWAY.
7. ALL PIPE SHALL BE RESTRAINED DIP FROM ANCHORING TEE TO HYDRANT.
8. HYDRANT SHALL BE 5-FT TO 7-FT FROM EDGE OF PAVEMENT.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A203-1
10/10/2021

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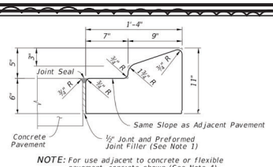
APOPKA, FLORIDA

DANE FRAY LICENSE NO. 97211 STATE OF FLORIDA PROFESSIONAL ENGINEER

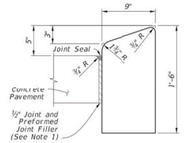
DANE FRAY
LICENSE NO. 97211

PLAN STATUS	
DATE	DESCRIPTION
TC DESIGN	TC DRAWN / DF CHKD
SCALE	
JOB No.	010887-01-002
DATE	10/24/2025
SHEET	D1.0



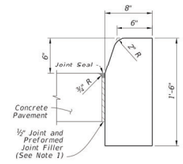
NOTE: For use adjacent to concrete or flexible pavement, concrete shown (See Note 4).

TYPE A



NOTE: For use adjacent to concrete or flexible pavement, concrete shown.

TYPE B

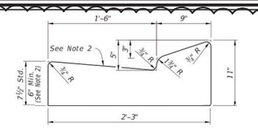


NOTE: For use adjacent to concrete or flexible pavement, concrete shown.

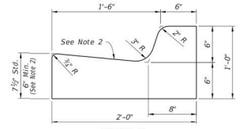
TYPE D

NOTES:

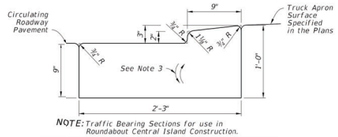
1. For Type A, Type B, and Type D Curb: Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see Sheet 3.
2. For Type E, Type F, Drop Curb, and Valley Gutter: When used on high side of roadways, match the cross slope of the gutter to the cross slope of the adjacent pavement. The thickness of the lip is 6", unless otherwise shown on Plans.
3. For Type RA, rotate entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.
4. For details depicting usage of Type A Curb adjacent to flexible pavement see Sheet 3.



TYPE E

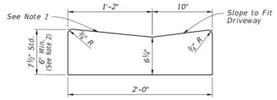


TYPE F

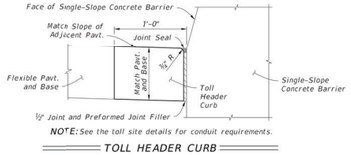


NOTE: Traffic Bearing Sections for use in Roundabout Central Island Construction.

TYPE RA

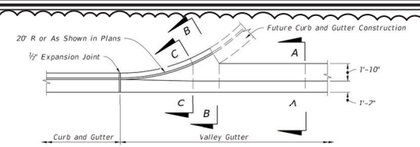


DROP CURB

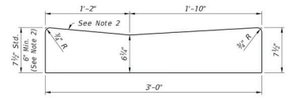


NOTE: See the toll site details for conduit requirements.

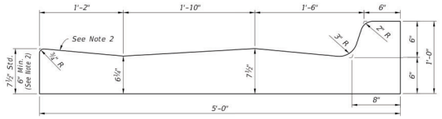
TOLL HEADER CURB



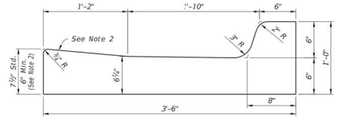
PLAN VIEW



SECTION A-A

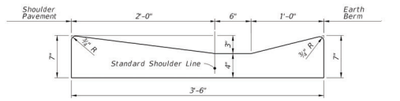


SECTION B-B



SECTION C-C

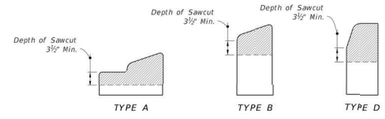
VALLEY GUTTER



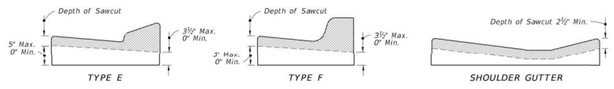
SHOULDER GUTTER

CONCRETE CURB AND GUTTER

LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
11/01/21	REVISION			520-001	2 of 3

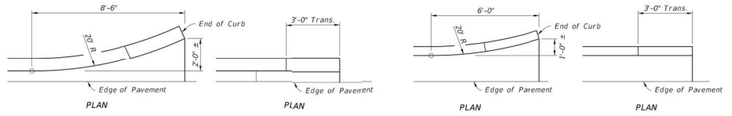


CONTRACTION JOINTS IN CURB



NOTE: Sawcuts should be avoided within valley gutter and within curb and guter endings.

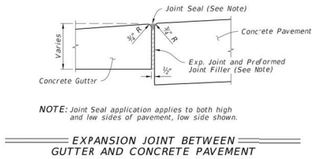
CONTRACTION JOINTS IN CURB & GUTTER



CURB TYPE A — CURB AND GUTTER TYPE E AND TYPE F

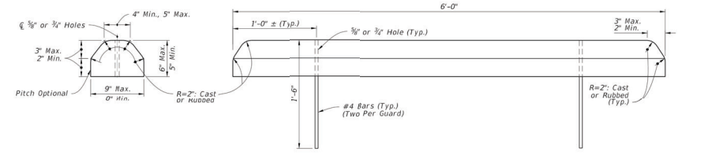
NOTE: Ends of Type B and D Curb transition from full to zero heights in 3 ft.

CURB AND CURB & GUTTER ENDINGS

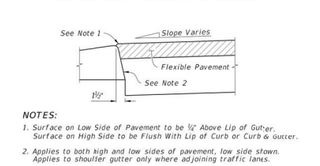


NOTE: Joint Seal application applies to both high and low sides of pavement, low side shown.

EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT



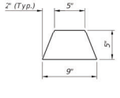
CONCRETE BUMPER GUARD



NOTES:

1. Surface on Low Side of Pavement to be 1/2" Above Lip of Gutter. Surface on High Side to be Flush With Lip of Curb or Curb & Gutter.
2. Applies to both high and low sides of pavement, low side shown. Applies to shoulder gutter only where adjoining traffic lanes.

CURB AND GUTTER AND TYPE A CURB ADJACENT TO FLEXIBLE PAVEMENT



ASPHALTIC CONCRETE CURB

CURB AND GUTTER JOINTS AND ENDINGS, CONCRETE BUMPER GUARD, AND ASPHALTIC CONCRETE CURB

LAST REVISION	DESCRIPTION:	FY 2025-26 STANDARD PLANS	CURB AND GUTTER	INDEX	SHEET
11/01/21	REVISION			520-001	3 of 3

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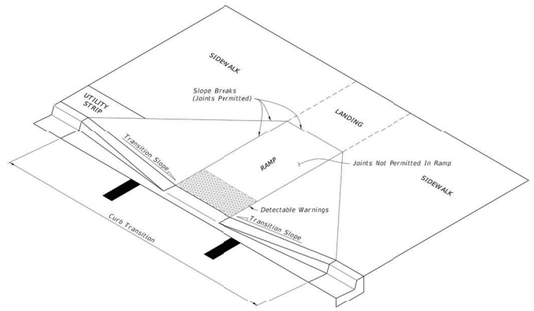
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

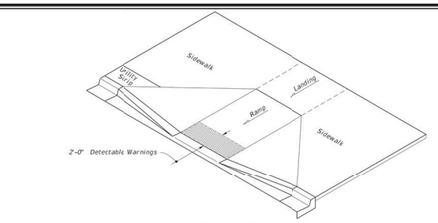
GENERAL NOTES:

1. Cross Slopes and Grades:
   - A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   - B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   - C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   - D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   - A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   - B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
   - C. Width of Curb Ramp is 4'-0" minimum. Match sidewalk or Shared Use Path width as shown in the Plans.
3. Curb Ramp Alpha-Identification:
   - A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   - B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   - A. Install detectable warnings in accordance with Specification 527.
   - B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   - C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise the truncated domes are not required to be aligned.

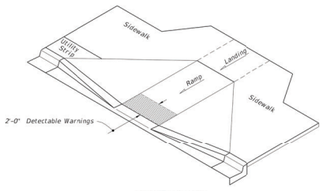


CURB RAMP NOMENCLATURE

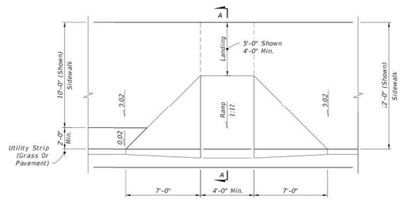
LAST REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/21	REVISION				522-002	1 of 7



ISOMETRIC VIEW



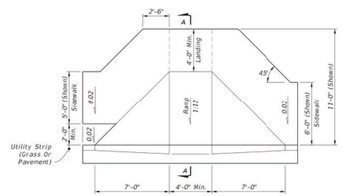
ISOMETRIC VIEW



PLAN VIEW

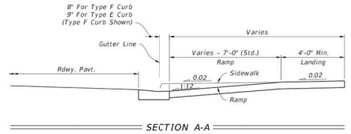
NOTE: For Example of CR-A used in Radial Curb Returns, See Sheet 7.

CR-A



PLAN VIEW

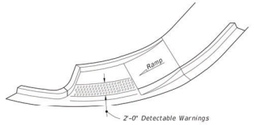
CR-B



SECTION A-A

SIDEWALK CURB RAMPS CR-A AND CR-B

LAST REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/20	REVISION				522-002	2 of 7



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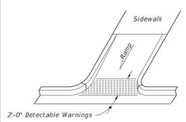
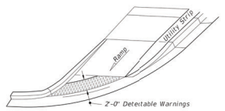


OPTION A



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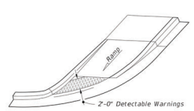
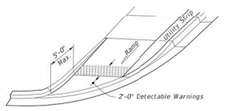
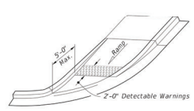


OPTION A



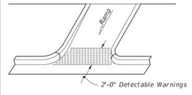
OPTION E

ISOMETRIC VIEW



OPTION B

ISOMETRIC VIEW



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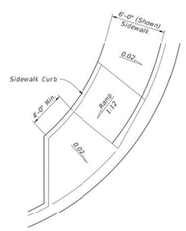
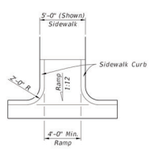


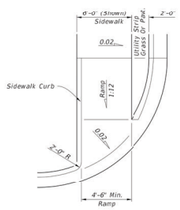
PLAN VIEW

CR-D



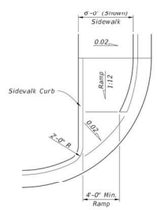
PLAN VIEW

CR-E



PLAN VIEW

CR-F

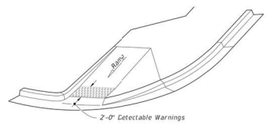


PLAN VIEW

CR-G

SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/21	REVISION				522-002	4 of 7



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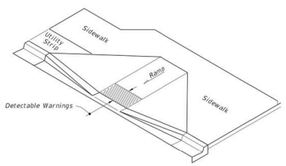

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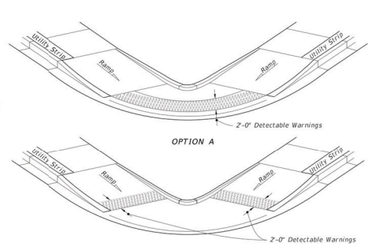
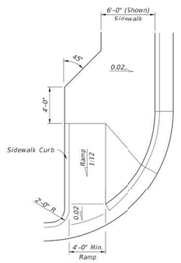


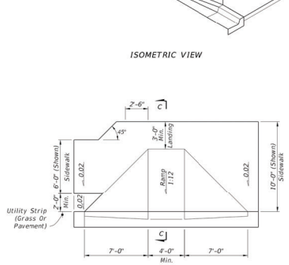
OPTION B

ISOMETRIC VIEW



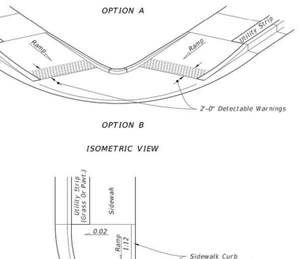
PLAN VIEW

CR-H



PLAN VIEW

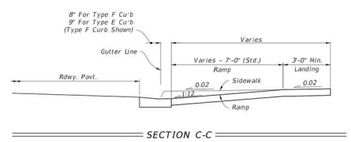
CR-K



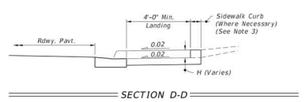
PLAN VIEW

CR-L

NOTES:
1. Crosswalk Width and Configuration Vary; Must Conform to Index 711-001.
2. 15' Radius Curve Shown for CR-L.
3. For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details, on Sheet 3.



SECTION C-C



SECTION D-D

SIDEWALK CURB RAMPS CR-H, CR-K & CR-L

LAST REVISION	DESCRIPTION:	FDOT	FY 2025-26 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX	SHEET
11/01/20	REVISION				522-002	5 of 7

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DETAILS
FRESHFIELDS FARM APOPKA
1819 PIEDMONT WEKIWA RD
APOPKA, FLORIDA

DANE FRAY
LICENSE NO. 97211
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 97211

PLAN STATUS

DATE	DESCRIPTION

TC DESIGN	TC DRAWN	DF CHKD

SCALE

JOB No. 010887-01-002

DATE 10/24/2025

SHEET D1.2

CAD file name: V:\010887 - Bio-Tech\010887-01-002 (ENG) - Freshfields Farm\Engineering\Engineering Plans\010887-01-002-DETAILS.dwg 10/30/2025

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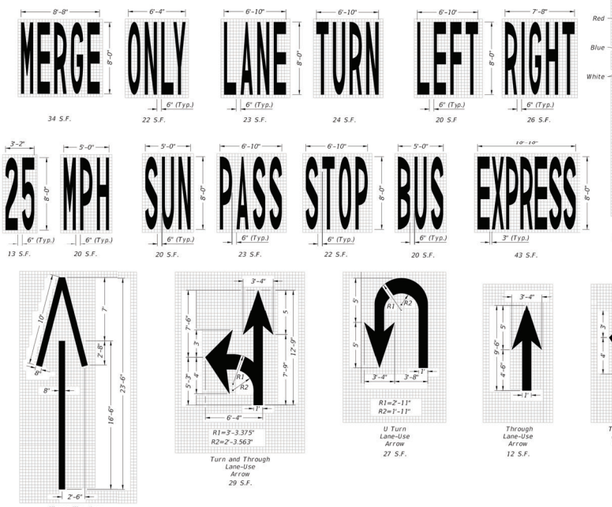
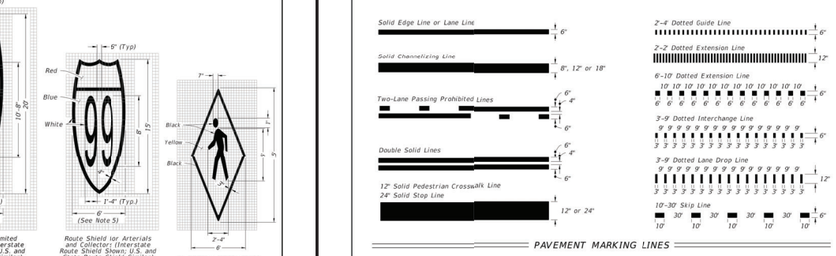


PAVEMENT MESSAGE AND ARROW DETAILS

PAVEMENT MESSAGES NOTES:

1. Place all pavement messages 25' back from the stop line.
2. Dimensions are witain 1" ±.
3. All grids are 4' x 4'.
4. All pavement messages must be white except Route Shields and In Pavement Warning Markings.
5. Increase width of route shield for routes with three digits.

LAST REVISION 11/01/21	REVISION DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 1 of 13

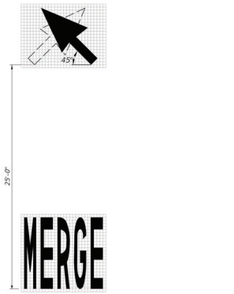


PAVEMENT MARKING LINES

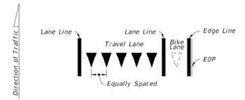
10'-30' SKIP LINE WITH CONTRAST MARKINGS

DOTTED LINE WITH ALTERNATING CONTRAST MARKINGS
(3'-9' Dotted Line Shown, Other Dotted Lines Similar)

LONGITUDINAL SOLID LANE LINE WITH CONTRAST MARKINGS
(Not For Use On Edge Lines)



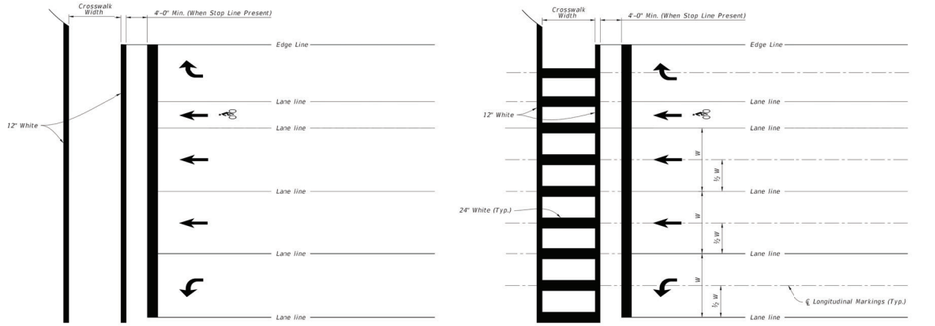
MARKINGS FOR MERGE



Yield Lines consist of five – 18" X 2'-0" white triangles which face traffic. Equally space triangles within traffic lane. When a bike lane is present, add one additional triangle in the center of the bike lane.

YIELD LINES

LAST REVISION 11/01/22	REVISION DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 2 of 13



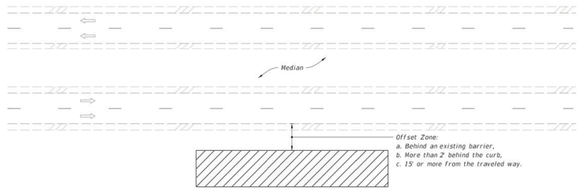
STANDARD CROSSWALK DETAILS

SPECIAL EMPHASIS CROSSWALK DETAILS

NOTES:

1. For crosswalk width, exceed width of the adjacent sidewalk, but do not make width less than 6' for intersection crosswalks and 10' for midblock crosswalks. Measure width from the inside of the transverse crosswalk markings.
2. When the Special Emphasis Crosswalk is not perpendicular to the lane lines, make the longitudinal markings parallel to the lane lines.
3. Refer to Index 522-002 when Curb Ramps are present.

LAST REVISION 11/01/21	REVISION DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 9 of 13



MULTILANE ROADWAY SHOWN, TWO-LANE ROADWAY SIMILAR

NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.
2. Use Index 102-602 when the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the Offset Zone in any one hour period.
3. Use Index 102-660 when Work Area encroaches a Sidewalk.

SYMBOLS:

Work Area

Lane Identification and Direction of Traffic

LAST REVISION 11/01/20	REVISION DESCRIPTION:	FDOT FY 2025-26 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX 102-601	SHEET 1 of 1

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DANE FRAY LICENSE No. 97211 STATE OF FLORIDA PROFESSIONAL ENGINEER

DANE FRAY
LICENSE NO. 97211

PLAN STATUS

DATE	DESCRIPTION

TC DESIGN	TC DRAWN	DF CHKD

SCALE

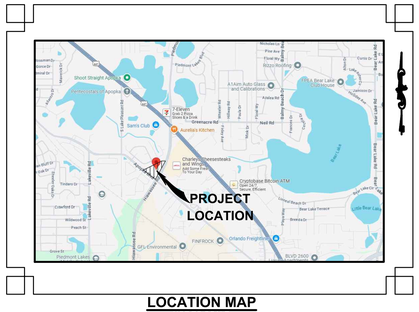
JOB No. 010887-01-002

DATE 10/24/2025

SHEET D1.3

CAD file name: V:\010887 – Bio-Tech\010887-01-002 (ENG) – Freshfields Farm\Engineering\Engineering Plans\010887-01-002-DETAILS.dwg 10/30/2025

ALTA / NSPS LAND TITLE SURVEY
BOUNDARY AND TOPOGRAPHIC SURVEY
LYING IN SECTION 24, TOWNSHIP 21 SOUTH, RANGE 28 EAST
CITY OF APOPKA, ORANGE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

A.L.T.A. COMMITMENT
FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B II
TITLE COMMITMENT ORDER NO. 9478614, COMMITMENT DATE MAY 7, 2021

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY T HIS FORM.
   NOT A SURVEY MATTER.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
   NOT A SURVEY MATTER.

3. STANDARD EXCEPTIONS:

   A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
   THERE IS A GUY ANCHOR CROSSING 1.0' INTO THE NORTHWESTERLY CORNER OF THE PROPERTY. NO EASEMENT PROVIDED.

   B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
   NOT A SURVEY MATTER.

   C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
   NOT A SURVEY MATTER.

   D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.
   NOT A SURVEY MATTER.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
   NO DOCUMENTATION PROVIDED.

5. TERMS AND CONDITIONS OF THAT CERTAIN STIPULATED FINAL JUDGMENT AS TO PARCEL 1062 RECORDED JUNE 19, 20002 IN OFFICIAL RECORDS BOOK 6548, PAGE 3465.
   AFFECTS THE PROPERTY BUT NOT A SURVEY MATTER.

6. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
   NOT A SURVEY MATTER.

7. NO PORTION OF SUBJECT PROPERTY LYING WITHIN THE RIGHTS-OF-WAY OF PIEDMONT WEKIVA ROAD, ARMANDO BORJAS JR. WAY, APOPKA BOULEVARD (CR 424), AND HIAWASSEE ROAD ARE INSURED HEREIN.

NOTE: ALL RECORDING REFERENCES IN THIS FORM SHALL REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

LEGEND

ALTA	= AMERICAN LAND TITLE ASSOCIATION	△	= CENTRAL ANGLE
A.P.U.	= APPARENT PHYSICAL USE	— X —	= CHAIN LINK FENCE
EL.	= ELEVATION	10	= CONTOUR ELEVATION
F.D.O.T.	= FLORIDA DEPARTMENT OF TRANSPORTATION	E	= ELECTRIC HAND HOLE
G.P.S.	= GLOBAL POSITIONING SYSTEM		= FIRE HYDRANT
I.D.	= IDENTIFICATION		= GUY WIRE & ANCHOR
INV.	= INVERT		= LIGHT POLE
L	= ARC LENGTH		= MAST ARM POLE
LB	= LICENSED BUSINESS	— OU —	= OVERHEAD UTILITY LINE
LTD.	= LIMITED		= SIGN
MES	= MITERED END SECTION		= SITE CONTROL POINT
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM		= STORM MANHOLE
NSPS	= NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS		= WATER VALVE
O.R.B.	= OFFICIAL RECORDS BOOK	W	= WELL
P.B.	= PLAT BOOK		= WOOD SIGN
PG.	= PAGE		= WOOD UTILITY POLE
P.O.B.	= POINT OF BEGINNING	24	= OAK TREE WITH DIAMETER
P.O.C.	= POINT OF COMMENCEMENT		= SET 5/8" IRON ROD AND CAP STAMPED "BOWMAN CG LB 8030"
PVC	= POLYVINYL CHLORIDE PIPE		
R	= RADIUS		= FOUND MAG NAIL
RCP	= REINFORCED CONCRETE PIPE		= FOUND IRON ROD
R.T.K.	= REAL TIME KINEMATIC		
TYP.	= TYPICAL		
x14.52	= EXISTING ELEVATION		

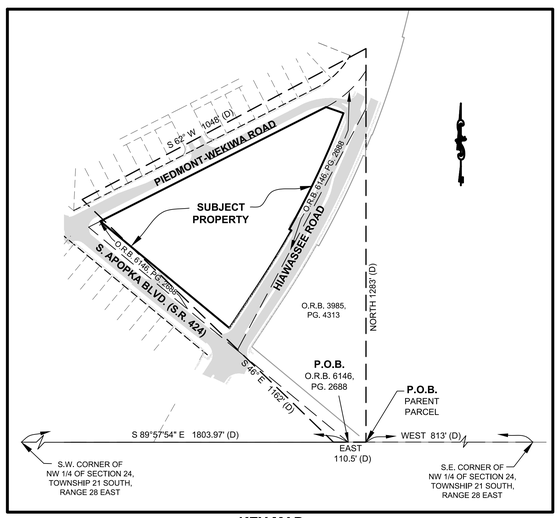
LEGAL DESCRIPTION: PER: TITLE COMMITMENT ORDER NO. 9478614, COMMITMENT DATE MAY 7, 2021

BEGIN 813 FEET WEST OF SE CORNER OF NW 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN NORTH 1283 FEET TO EAST LINE OF CLAY ROAD, SOUTH 62 DEGREES WEST 1048 FEET TO STATE ROAD NO. 2, SOUTH 46 DEGREES EAST 1162 FEET, EAST 110.5 FEET TO POINT OF BEGINNING, LESS RIGHTS-OF-WAY FOR ROADS, LESS THAT PORTION LYING EAST OF THE RIGHT-OF-WAY RESERVATION FOR THE HIAWASSEE ROAD EXTENSION, (SEE RESOLUTION MAP #88 M06, STATE AND COUNTY ROAD RESERVATION MAP, MAP BOOK 1, PAGE 35) , THIS EXCEPTION BEING THE SAME PROPERTY CONVEYED BY THAT DEED RECORDED AT OFFICIAL RECORDS BOOK 3985, PAGE 4313 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALL BEING IN THE NW ¼ OF SAID SECTION.

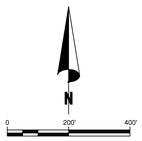
AND LESS AND EXCEPT THAT PORTION TAKEN BY THE STIPULATED ORDER OF TAKING RECORDED IN O.R. BOOK 6146, PAGE 2688, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

A PORTION OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24; THENCE RUN S.89° 57' 54"E. ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 549.851 METERS (1803.97 FEET) TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH APOPKA BOULEVARD; THENCE DEPARTING SAID SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 24, RUN N.50°20'21" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SOUTH APOPKA BOULEVARD A DISTANCE OF 143.328 METERS (470.23 FEET) FOR A **POINT OF BEGINNING**; THENCE CONTINUE N.50° 20'21 "W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 191.880 METERS (629.53 FEET) TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF PIEDMONT-WEKIWA ROAD A 21.336 METERS (70 FEET) RIGHT OF WAY AS NOW ESTABLISHED); THENCE RUN N.63°13'10"E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF PIEDMONT-WEKIWA ROAD A DISTANCE OF 13.111 METERS (43,01 FEET); THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE RUN S. 50°20'21" E, A DISTANCE OF 166,565 METERS (546.47 FEET); THENCE RUN N.33° 35'23" E, A DISTANCE OF 51.772 METERS (169.86 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 858.530 METERS (2816.69 FEET) AND A CENTRAL ANGLE OF 04°13'04"; THENCE FROM A CHORD BEARING OF N. 31°28'51" E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63, 201 METERS (207.35 FEET) TO A POINT ON SAID CURVE: THENCE DEPARTING SAID CURVE, RUN N.60° 37' 41 " W, A DISTANCE OF 2.409 METERS (7.90 FEET) TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 856.121 METERS (2808.79 FEET) AND A CENTRAL ANGLE OF 08°31'35"; THENCE FROM A CHORD BEARING OF N.25°06'31" E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 127.404 METERS (417.99 FEET) TO A POINT ON SAID CURVE; THENCE DEPARTING SAID CURVE, RUN N.70°28'14"W, A DISTANCE OF 18.413 METERS (60,41 FEET) TO AN INTERSECTION WITH THE AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF PIEDMONT- WEKIWA ROAD, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE NORTH WESTERLY, HAVING A RADIUS OF 100.584 METERS (330.00 FEET) AND A CENTRAL ANGLE OF 30°45'14"; THENCE FROM A CHORD BEARING OF N.41°50'33"E. RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 53.989 METERS (177.13 FEET) TO A POINT ON SAID CURVE: THENCE DEPORTING SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE, RUN S.00°04'05"E. A DISTANCE OF 37.548 METERS (123.19 FEET); THENCE RUN S.28°04'38"W, A DISTANCE OF 271.874 METERS (891.97 FEET) TO THE **POINT OF BEGINNING.**



KEY MAP
NOT TO SCALE



GRAPHIC SCALE
1" = 200'

INDEX OF SHEETS

SHEET 1	COVER
SHEET 2	ALTA / NSPS LAND TITLE SURVEY

SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS SURVEY WAS PREPARED UTILIZING THE TITLE COMMITMENT SHOWN HEREON. THERE MAY BE OTHER MATTERS IN THE PUBLIC RECORDS THAT AFFECT THE SUBJECT PROPERTY. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THIS OFFICE.
2. THE COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 / 2011 ADJUSTMENT) AND WERE ESTABLISHED BY USING A TRIMBLE R-12 G.P.S. RECEIVER ON THE TRIMBLE VRS NOW NETWORK.

   THE BASIS OF BEARING REFERS TO A BEARING OF NORTH 63°10'17" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PIEDMONT-WEKIWA ROAD.
3. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO ONSITE CONTROL POINT #800 HAVING AN ELEVATION OF 119.93' (N.A.V.D. 88) , ELEVATION WAS ESTABLISHED FROM THE TRIMBLE VRS NOW NETWORK AND HELD FOR THE PURPOSES OF THIS SURVEY, ELEVATIONS FOR CONTROL POINTS #801 AND #802 WERE ESTABLISHED VIA R.T.K.-G.P.S. AND FOUND TO BE WITHIN ±0.03' OF THE ORIGINAL VRS OBSERVED ELEVATIONS.

   PT#800 - SET 5/8" IRON ROD & CAP, STAMPED "BOWMAN TRAV LB#8030",
   N= 1569203.155
   E= 504907.629
   EL= 119.93' (N.A.V.D.88)
4. THIS SURVEY WAS PERFORMED UTILIZING G.P.S.-R.T.K. AND TRADITIONAL SURVEY PROCEDURES WITH MULTIPLE MEASUREMENTS ON PROJECT CONTROL POINTS, AND HAS A HORIZONTAL AND VERTICAL POSITIONAL TOLERANCE OF LESS THAN 0.10 FEET.
5. THE LANDS BOUND BY THIS SURVEY ARE LOCATED IN FLOOD ZONES "X" PER FLOOD INSURANCE RATE MAP NUMBER 12095C0140F, DATED SEPTEMBER 25, 2009.
6. SUBSURFACE OR UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED AND ARE NOT A PART OF THIS SURVEY.
7. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF AND ARE CALCULATED UNLESS OTHERWISE NOTED.
8. APPARENT PHYSICAL USES:
   THERE IS A GUY ANCHOR CROSSING 1.0' INTO THE NORTHWESTERLY CORNER OF THE PROPERTY. NO EASEMENT PROVIDED.
9. THE IMAGERY SHOWN HEREON, DATED 2019, WAS OBTAINED FROM THE LABINS.ORG DATABASE AND IS FOR INFORMATIONAL PURPOSES ONLY.
10. AS TO TABLE "A" ALTA REQUIREMENTS:
    ITEM 6(A)(B), ZONING REPORT OR LETTER WAS NOT PROVIDED BY THE CLIENT.
    ITEM 7, THERE ARE NO BUILDINGS ON SUBJECT PROPERTY.
    ITEM 9, THERE ARE NO PARKING SPACES ON SUBJECT PROPERTY.
    ITEM 16, THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK OR BUILDING CONSTRUCTION.
    ITEM 17, NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED.
    ITEM 18, NO FIELD DELINEATION OF WETLANDS WAS CONDUCTED.
11. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
12. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
13. THIS SURVEY WAS MADE WITH THE BENEFIT OF TITLE WORK, ENCUMBRANCES, EASEMENTS OR OTHER MATTERS THAT MIGHT BE DISCLOSED IN TITLE WORK MAY EXISIT FOR THIS PARCEL.

SURVEYOR'S CERTIFICATION:

TO: BIO-TECH CONSULTING INC.
FIDELITY NATIONAL TITLE INSURANCE COMPANY
MESTDAGH, WALL & HAMILTON
GARRETT LAW FIRM, PA
DAVID B. DELOACH

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR BOUNDARY AND TOPOGRAPHIC SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1 - 5, 6(A)(B), 7(A), 8, 9, 13 AND 16 - 18 OF TABLE "A" THEREOF.

ALSO

I FURTHER CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY" MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

DECEMBER 23, 2024
DATE OF LAST FIELDWORK

MAX R. GEORGE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 7343
MGEORGE@BOWMAN.COM

BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

Bowman CONSULTING
PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB. 8030
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30482

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1819 ARMANDO BORJAS JR. WAY
ALTA / NSPS LAND TITLE
BOUNDARY AND TOPOGRAPHIC SURVEY
ORANGE COUNTY FLORIDA

PROJECT NO
031998-01-001

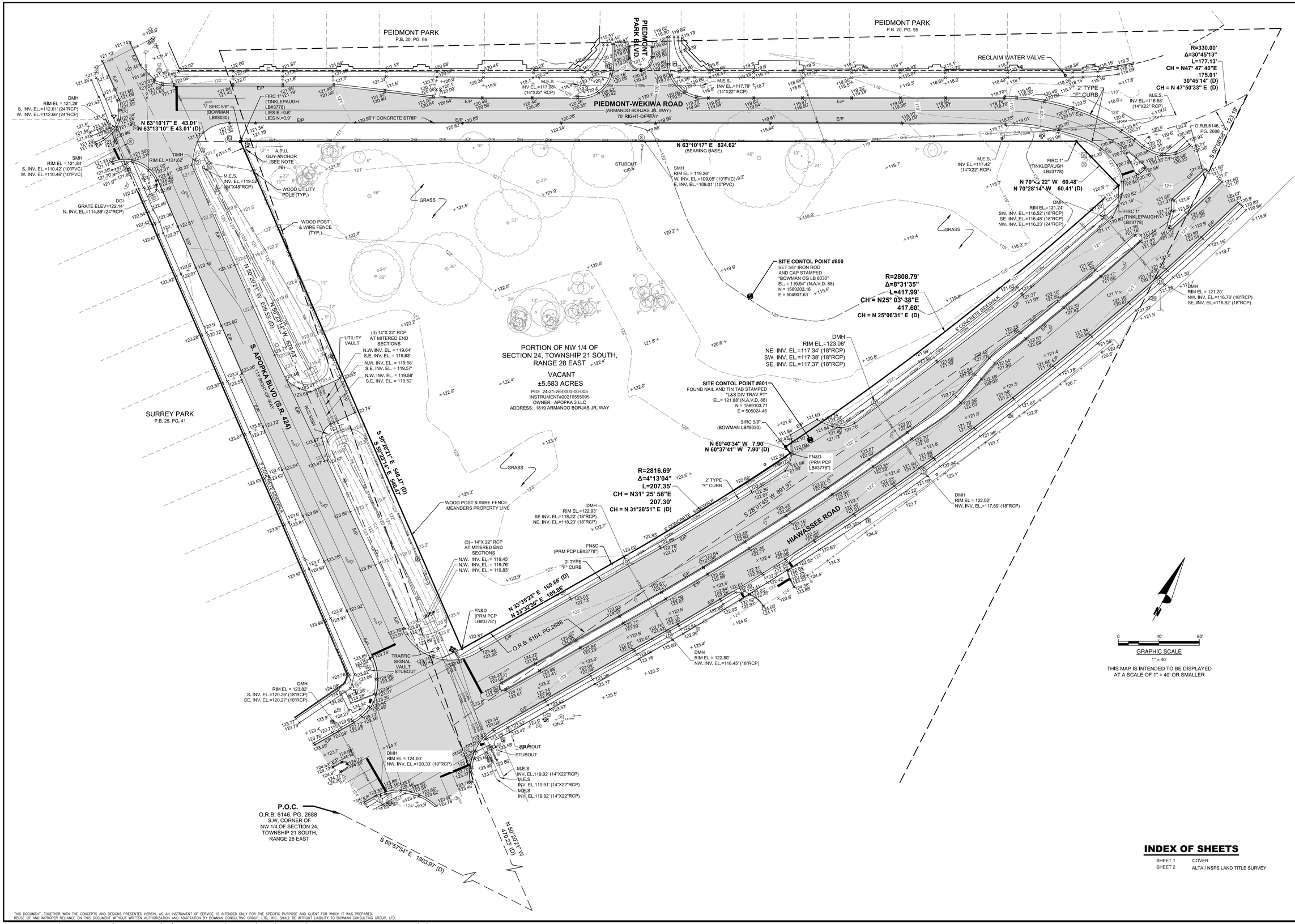
PLAN STATUS	
DATE	DESCRIPTION

FIELD BOOK T124-CP6 PAGE 61&62
FIELD CREW: JT,SB CP,TR
P.A.C. DRAWN M.R.G. CHKD
SCALE H: 1" = 200' V N/A:
JOB No. 031998-01-001
DATE JUNE 3, 2021
FILE No. 031998_ALTA

SHEET 1 OF 2

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING GROUP, LTD., INC. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.

Cad file name: V:\010887 - Bio-Tech\010887-01-002 (ENG) - Freshfields Farm\Engineering\Survey\2025-0711\031998-01-001 Fresh Fields_ALTA.dwg 7/14/2025



INDEX OF SHEETS

SHEET 1	COVER
SHEET 2	ALTA / NSPS LAND TITLE SURVEY

GRAPHIC SCALE
1" = 40'

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40' OR SMALLER

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING GROUP, LTD., INC. SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING GROUP, LTD.

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Bowman
CONSULTING

PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB. 8030
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1819 ARMANDO BORJAS JR. WAY
ALTA / NSPS LAND TITLE AND BOUNDARY AND TOPOGRAPHIC SURVEY

ORANGE COUNTY
FLORIDA

PROJECT NO
031998-01-001

PLAN STATUS

DATE	DESCRIPTION

FIELD BOOK T124-CP6 PAGE 61&62
FIELD CREW: JT, SB
CP, TR

P.A.C. DRAWN | M.R.G. CHKD

SCALE H:1"=40'
V N/A:

JOB No. 031998-01-001

DATE JUNE 3, 2021

FILE No. 031998_ALTA

SHEET 2 OF 2

NORTH

0' 15' 30' 60' 90' 150'

SCALE: 1" = 30'

S. APOPKA BLVD BUFFER B CALCULATION

BUFFER REQUIRED = 15 FT
LENGTH ALONG APOPKA = 513LF (553LF- 40' DRIVE)

REQUIRED PLANTINGS:
1 SHADE TREES/100LF = 5.13 = 5 REQUIRED
7 UNDERSTORY TREES/100LF = 5.13 = 35.91 - 36 REQUIRED
5 SHRUBS PER 100LF = 25.65 = 26 SHRUBS REQUIRED

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	CALIPER	MIN. HGT. & SPRD. @ INSTALLATION	QTY	REMARKS
TREES							
	CE2	CERCIS CANADENSIS / EASTERN REDBUD MULTI-TRUNK	10` - 12` HT, 5` SPREAD, MULTI-TRUNK			19	
	GA	GINKGO BILOBA `AUTUMN GOLD` TM / MAIDENHAIR TREE	FG. 36" MIN. DI. REGENERATED ROOT BALL.	3" CAL., FULL	12`-14` HEIGHT, 6` SPREAD	16	MALE VARIETY
	JE	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	15 GAL.	2" CAL.	8` MIN. FULL TO GROUND	43	
	LC8	LAGERSTROEMIA INDICA 'CENTENNIAL SPIRIT' / CENTENNIAL SPIRIT CRAPE MYRTLE MULTI-TRUNK	B&B	3 TRUNK MIN., 3" CALIPER MIN.	10` - 12` HT., MULTI-TRUNK	55	3-5 CANES ONLY
	MM	MAGNOLIA X SOULANGEANA / SAUCER MAGNOLIA MULTI-TRUNK	25 GAL.	1.5" CALIPER	5` - 6`	24	
	PR6	PINUS RIGIDA X TAEDA / PITCH LOBLOLLY PINE	FIELD GROWN	1.5" CALIPER	10` - 12` HT.	2	
	PR7	PINUS RIGIDA X TAEDA / PITCH LOBLOLLY PINE	FIELD GROWN	1" CAL/5' MIN HT	5` - 6`	17	
	PR5	PINUS RIGIDA X TAEDA / PITCH LOBLOLLY PINE	FIELD GROWN	3" CAL., FULL	12`-14` HEIGHT, 6` SPREAD	26	
	QH9	QUERCUS VIRGINIANA `HIGH RISE` / HIGH RISE LIVE OAK	FIELD GROWN	4" CAL.	15`-16` HT., 6`-7` SPD.	27	1 CENTRAL LEADER - TYP
	SS5	SABAL PALMETTO / CABBAGE PALMETTO	FIELD GROWN		14`-18`	13	
	TD5	TAXODIUM DISTICHUM / BALD CYPRESS	FIELD GROWN	3" CAL., FULL	14` HT. MIN. FULL.	20	
	TF5	TAXODIUM DISTICHUM `FALLING WATER` / WEEPING BALD CYPRESS	65 GAL	2.5" CAL.	12` HT. MIN.	8	
	VF	VACHELLIA FARNESIANA / SWEET ACACIA	15 GAL	MULTI-TRUNK/3-5 CANES	10` - 12` HT.	37	

NOTES:
ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE HYDROSEEDED AND IRRGATED UNTIL TURF IS ESTABLISHED AND GROWING. CONTRACTOR RESPONSIBLE FOR MAINTAINING NEWLY ESTABLIASHED TURF FOR 1 YEAR AFTER FINAL ACCEPTANCE.

CONTRACTOR RESPONSIBLE FOR CLEANUP AND REMOVAL OF WEEDS AND UNDESIREABLE PLANT MATERIAL PER CITY REQUIREMENTS AND HYDROSEED FOR A CLEAN AND MANICURED EFFECT TO THE PUBLIC R.O.W.

PLEASE NOTE THAT FIELD ADJUSTMENTS TO PLANT MATERIAL LOCATIONS MAY BE REQUIRED DUE TO CHANGES IN BUILT CONDITIONS.

S. APOPKA BLVD BUFFER B CALCULATION

BUFFER REQUIRED = 15 FT
LENGTH ALONG APOPKA = 513LF (553LF- 40' DRIVE)
2 EXISTING TEES WITH TOTAL CALIPER OF 80" TO REMAIN/PREOTECTED IN PLACE REDUCING PLANTING AREA FOR UNDERSTORY TREE PLANTING WITHOUT DISTURBING ROOT ZONES - 160LF*

REQUIRED PLANTINGS:
1 SHADE TREES/100LF = 5.13 = 5 REQUIRED ; 5 PROVIDED
* 7 UNDERSTORY TREES/100LF = 3.53 = 24.71 - 25 REQUIRED; 28 PROVIDED
10 SHRUBS PER 100LF = 51 SHRUBS REQUIRED; 166 PROVIDED (ALTERNATING HEDGE ROW)

HIAWASSEE ROAD BUFFER B CALCULATION

BUFFER REQUIRED = 15 FT
LENGTH ALONG HIAWASSEE = 725LF (805LF- 80' DRIVE)

REQUIRED PLANTINGS:
1 SHADE TREES/100LF = 7.65 = 8 REQUIRED; 8 PROVIDED
7 UNDERSTORY TREES/100LF = 7.25 = 50.75 - 51 REQUIRED; 51 PROVIDED
10 SHRUBS PER 100LF = 73 SHRUBS REQUIRED; 129 PROVIDED (ALTERNATING HEDGE ROW)

LANDSCAPE DESIGN NARRATIVE: SHRUBS, GROUNDCOVERS & ORNAMENTAL GRASSES – RURAL FARM CHARACTER | APOPKA, FLORIDA

THE SOFTSCAPE PLANTING DESIGN FOR THE NEW FOOD MARKET AND SURROUNDING STORMWATER PONDS IN APOPKA, FLORIDA, DRAWS INSPIRATION FROM THE ENDURING CHARM OF FLORIDA'S RURAL FARM LANDSCAPES. WITH AN EMPHASIS ON TEXTURE, COLOR, SEASONAL VARIATION, AND LOW-MAINTENANCE RESILIENCE, THIS PALETTE OF SHRUBS, GROUNDCOVERS, AND ORNAMENTAL GRASSES COMPLEMENTS THE AGRICULTURAL AESTHETIC WHILE CREATING AN INVITING AND ENGAGING ENVIRONMENT FOR LOCALS AND VISITORS ALIKE.

ROOTED IN SIMPLICITY AND LAYERED BEAUTY, THE PLANTINGS CONNECT THE MARKET, ICE CREAM STAND, AND POND EDGES WITH NATURAL ELEGANCE—REINFORCING BOTH FUNCTIONAL LANDSCAPE NEEDS AND THE SENSORY QUALITIES OF A VIBRANT, RURAL GATHERING SPACE.

DESIGN PHILOSOPHY:
THIS PLANTING SCHEME USES FAMILIAR FARMSTEAD PLANT TYPES AND ARRANGEMENTS TO GROUND THE PROJECT IN A REGIONAL VERNACULAR, WHILE THOUGHTFULLY INTEGRATING VISUAL CUES THAT INVITE EXPLORATION, SOFTEN BUILT EDGES, AND TIE TOGETHER THE FOOD MARKET'S PUBLIC SPACES WITH THE NATURAL STORMWATER FEATURES. EACH SPECIES WAS SELECTED FOR ITS DURABILITY IN CENTRAL FLORIDA'S CLIMATE, ABILITY TO PERFORM IN VARIED SOIL AND LIGHT CONDITIONS, AND ITS AESTHETIC CONTRIBUTION ACROSS THE SEASONS.

KEY PLANTING COMPONENTS:
ORNAMENTAL GRASSES & VISUAL MOVEMENT:
PINK MUHLY GRASS (MUHLENBERGIA CAPILLARIS)
PLANTED IN BROAD SWEEPS NEAR POND EDGES AND AROUND THE PARKING COURT ISLANDS, PINK MUHLY GRASS PROVIDES FEATHERY TEXTURE AND A STUNNING FALL BLOOM DISPLAY. ITS AIRY SEED HEADS CATCH THE LIGHT, EVOKING WILD PASTURE GRASSES BLOWING IN THE BREEZE—A NOD TO THE OPEN FIELDS OF TRADITIONAL FARMS.

PAMPAS GRASS (CORTADERIA SELLOANA)
SERVING AS DRAMATIC VERTICAL ACCENTS AT KEY CORNERS AND BACKDROP AREAS, PAMPAS GRASS ANCHORS THE RURAL AESTHETIC WITH ITS BOLD STATURE AND FLUFFY WHITE PLUMES. IT HELPS FRAME ENTRIES AND TRANSITIONS, WHILE BUFFERING VIEWS BETWEEN THE FOOD MARKET AND ADJACENT USES.

SHRUBS & EVERGREEN STRUCTURE:
INDIAN HAWTHORNE (RHAPHIOLEPIS INDICA)
WITH ITS COMPACT FORM, SPRING BLOOMS, AND DENSE EVERGREEN FOLIAGE, INDIAN HAWTHORNE IS USED ALONG WALKWAYS, BENEATH SIGNAGE, AND NEAR THE ICE CREAM STAND SEATING AREAS. IT BRINGS YEAR-ROUND STRUCTURE WHILE ECHOING THE CULTIVATED BEAUTY OF FARMHOUSE HEDGES.

GOLD DUST AUCUBA (AUCUBA JAPONICA 'VARIEGATA')
TUCKED INTO SHADED NICHES NEAR BUILDING FOUNDATIONS AND UNDER CANOPIES, THE VARIEGATED FOLIAGE OF AUCUBA PROVIDES A RICH CONTRAST AND A VINTAGE GARDEN FEEL. ITS GOLD-SPLASHED LEAVES BRIGHTEN THE UNDERSTORY AND RECALL ORNAMENTAL PLANTINGS OF OLD RURAL PORCHES AND SHADED SIDE YARDS.

SCHEFFLERA ARBORICOLA ('DWARF UMBRELLA TREE')
USED SELECTIVELY AROUND GATHERING AREAS AND PLAZA PLANTERS, THIS TROPICAL ACCENT SHRUB GIVES THE DESIGN A LUSH, SEMI-EXOTIC FARMSTEAD GARDEN FEEL, ESPECIALLY IN WARMER MICROCLIMATES NEAR BUILDINGS. ITS ROUNDED LEAF CLUSTERS OFFER A SOFT VISUAL RHYTHM AGAINST HARDER ARCHITECTURAL LINES.

GROUNDCOVERS & LOW BORDER MASSINGS:
VARIEGATED LIRIOPE (LIRIOPE MUSCARI 'VARIEGATA')
USED AS A UNIFYING LOW BORDER THROUGHOUT THE PLAZA AND POND TRANSITION ZONES, THIS HARDY GRASS-LIKE GROUNDCOVER FRAMES SHRUB BEDS, CONTROLS EROSION ON MINOR SLOPES, AND PROVIDES A CLEAN EDGE TO PAVING. ITS STRIPES OF GREEN AND CREAM REFLECT THE TIDY GARDEN BORDERS TYPICAL OF HISTORIC RURAL HOMES.

BLUE DAZE (EVOLVULUS GLOMERATUS)
THIS TRAILING GROUNDCOVER WITH SILVERY FOLIAGE AND SKY-BLUE FLOWERS ADDS COOLING TONES TO SUN-DRENCHED PLANTERS, MEDIAN STRIPS, AND POND EMBANKMENTS. PERFECT FOR FLORIDA HEAT, IT ACTS AS A POLLINATOR MAGNET WHILE OFFERING A CASUAL SOFTNESS TO THE RURAL PALETTE.

NATIVE IDENTITY & ECOLOGICAL SUPPORT:
SAW PALMETTO (SERENOA REPENS)
USED ALONG POND EDGES AND IN NATURALIZED MARGINS, THIS FLORIDA NATIVE REINFORCES THE SITE'S ECOLOGICAL IDENTITY. ITS FAN-LIKE FRONDS ADD A RUGGED, WILD TEXTURE, CONTRIBUTE TO STORMWATER FILTRATION, AND SUPPORT LOCAL FAUNA. THE USE OF GREEN AND SILVER FORMS PROVIDES VARIATION AND AUTHENTICITY.

FUNCTIONAL & AESTHETIC INTEGRATION:
PLANTINGS NEAR THE ICE CREAM STAND AND FOOD MARKET PROVIDE SHADE, POLLINATOR HABITAT, AND LUSH, PHOTOGENIC SETTINGS FOR SOCIAL ACTIVITY.

AROUND THE STORMWATER PONDS, SPECIES WERE GROUPED BY MOISTURE TOLERANCE AND USED TO STABILIZE SLOPES, FILTER RUNOFF, AND ENHANCE VIEWS FROM WALKING PATHS AND OVERLOOKS.

SEASONAL HIGHLIGHTS FROM PINK MUHLY AND CRAPE MYRTLES (IN THE TREE LAYER) COORDINATE TO OFFER BURSTS OF COLOR ALIGNED WITH COMMUNITY EVENTS AND THE FLORIDA FAIR-LIKE CHARACTER OF THE MARKET SPACE.

CONCLUSION:
THE RURAL FARM CHARACTER IS NOT JUST A STYLE—IT'S A FEELING OF WELCOME, COMFORT, AND TIME-HONORED TRADITION. THIS LAYERED AND THOUGHTFUL PLANTING DESIGN CAPTURES THAT FEELING THROUGH A PALETTE THAT'S AT ONCE RELAXED AND REFINED. BY WEAVING ORNAMENTAL GRASSES, FLOWERING SHRUBS, NATIVE TEXTURES, AND COLORFUL GROUNDCOVERS TOGETHER, THE DESIGN CREATES A VIBRANT, FUNCTIONAL, AND ROOTED LANDSCAPE THAT ENHANCES THE MARKET EXPERIENCE AND REINFORCES THE STORY OF PLACE IN APOPKA, FLORIDA.

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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT WALTER BONE LA 6667670 STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20240189	WNB
PERMIT SUB DATE	CHECKED BY
08/21/2025	WNB

PROJECT
FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT
FRESHFIELDS FARMS

SHEET TITLE
TREE PLAN

SHEET NO
L-801

REV

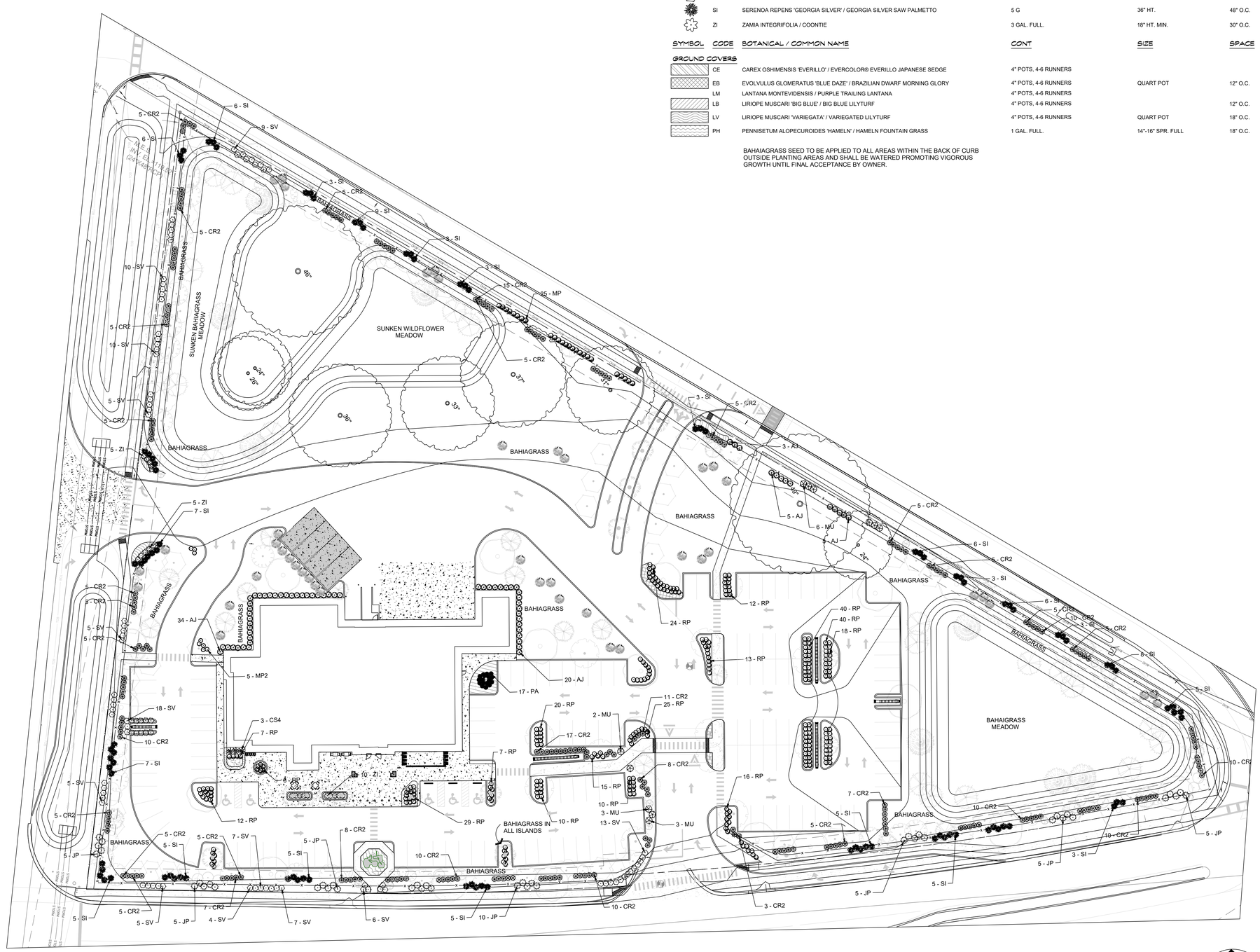
Freshfields Farm APOPKA

	VF	VACHELLIA FARNESIANA / SWEET ACACIA	15 GAL	MULTI-TRUNK/3-5 CANES	10' - 12' HT.	37	

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	SPACING	QTY	REMARKS
SHRUBS							
	AJ	AUCUBA JAPONICA 'GOLD DUST' / GOLD DUST JAPANESE LAUREL	3 GAL. FULL.	24" O.A.	36" O.C.	67	
	CS4	CORTADERIA SELLOANA / PAMPAS GRASS	5 G	36" HT.	48" O.C.	3	
	CR2	CORTADERIA SELLOANA 'ROSEA' / PINK PAMPAS GRASS	5 G	36" HT.	AS SHOWN	222	
	MP	HIBISCUS SYRIACUS / ROSE OF SHARON BLUE CHIFFON	5 G	36" HT.	36" O.C.	25	
	JP	JUNIPERUS X PFITZERIANA / PFITZER JUNIPER	5 G	36" HT.	48" O.C.	40	
	MU	MICHELIA FIGO SKINNERIANA / HARDY BANANA SHRUB	5 G	36"-42" HT. X 28" SPD.	5'	11	
	MP2	MUHLENBERGIA CAPILLARIS 'PINK CLOUD' / PINK CLOUD PINK MUHLY GRASS	3 GAL. FULL.		36" O.C.	8	
	RP	RHAPHIOLEPIS INDICA 'PINK CLOUD' / PINK CLOUD INDIAN HAWTHORN	3 GAL. FULL.	24" O.A.	36" O.C.	259	
	SV	SCHEFFLERA ARBORICOLA 'VARIEGATA' / DWARF VARIEGATED SCHEFFLERA	5 G	36" HT., 18" SPD., FULL	36" O.C.	88	
	SI	SERENOA REPENS 'GEORGIA SILVER' / GEORGIA SILVER SAW PALMETTO	5 G	36" HT.	48" O.C.	98	
	ZI	ZAMIA INTEGRIFOLIA / COONTIE	3 GAL. FULL.	18" HT. MIN.	30" O.C.	20	

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	SPACE	SPACING	QTY	REMARKS
GROUND COVERS								
	CE	CAREX OSHIMENSIS 'EVERILLO' / EVERCOLOR® EVERILLO JAPANESE SEDGE	4" POTS, 4-6 RUNNERS			15" o.c.	66	
	EB	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY	4" POTS, 4-6 RUNNERS	QUART POT	12" O.C.	12" o.c.	241	TRIANGULAR SPACING
	LM	LANTANA MONTEVIDENSIS / PURPLE TRAILING LANTANA	4" POTS, 4-6 RUNNERS				64 SF	
	LB	LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF	4" POTS, 4-6 RUNNERS		12" O.C.		258 SF	TRIANGULAR SPACING
	LV	LIRIOPE MUSCARI 'VARIEGATA' / VARIEGATED LILYTURF	4" POTS, 4-6 RUNNERS	QUART POT	18" O.C.		218 SF	
	PH	PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN FOUNTAIN GRASS	1 GAL. FULL.		18" O.C.	18" o.c.	163	DWARF FOUNTAINGRASS

BAHAIAGRASS SEED TO BE APPLIED TO ALL AREAS WITHIN THE BACK OF CURB OUTSIDE PLANTING AREAS AND SHALL BE WATERED PROMOTING VIGOROUS GROWTH UNTIL FINAL ACCEPTANCE BY OWNER.



LANDSCAPE DESIGN NARRATIVE: SHRUBS, GROUNDCOVERS & ORNAMENTAL GRASSES – RURAL FARM CHARACTER | APOPKA, FLORIDA

THE SOFTSCAPE PLANTING DESIGN FOR THE NEW FOOD MARKET AND SURROUNDING STORMWATER PONDS IN APOPKA, FLORIDA, DRAWS INSPIRATION FROM THE ENDURING CHARM OF FLORIDA'S RURAL FARM LANDSCAPES. WITH AN EMPHASIS ON TEXTURE, COLOR, SEASONAL VARIATION, AND LOW-MAINTENANCE RESILIENCE, THIS PALETTE OF SHRUBS, GROUNDCOVERS, AND ORNAMENTAL GRASSES COMPLEMENTS THE AGRICULTURAL AESTHETIC WHILE CREATING AN INVITING AND ENGAGING ENVIRONMENT FOR LOCALS AND VISITORS ALIKE.

ROOTED IN SIMPLICITY AND LAYERED BEAUTY, THE PLANTINGS CONNECT THE MARKET, ICE CREAM STAND, AND POND EDGES WITH NATURAL ELEGANCE—REINFORCING BOTH FUNCTIONAL LANDSCAPE NEEDS AND THE SENSORY QUALITIES OF A VIBRANT, RURAL GATHERING SPACE.

DESIGN PHILOSOPHY:
THIS PLANTING SCHEME USES FAMILIAR FARMSTEAD PLANT TYPES AND ARRANGEMENTS TO GROUND THE PROJECT IN A REGIONAL VERNACULAR, WHILE THOUGHTFULLY INTEGRATING VISUAL CUES THAT INVITE EXPLORATION, SOFTEN BUILT EDGES, AND TIE TOGETHER THE FOOD MARKET'S PUBLIC SPACES WITH THE NATURAL STORMWATER FEATURES. EACH SPECIES WAS SELECTED FOR ITS DURABILITY IN CENTRAL FLORIDA'S CLIMATE, ABILITY TO PERFORM IN VARIED SOIL AND LIGHT CONDITIONS, AND ITS AESTHETIC CONTRIBUTION ACROSS THE SEASONS.

KEY PLANTING COMPONENTS:
ORNAMENTAL GRASSES & VISUAL MOVEMENT:
PINK MUHLY GRASS (MUHLENBERGIA CAPILLARIS)
PLANTED IN BROAD SWEEPS NEAR POND EDGES AND AROUND THE PARKING COURT ISLANDS, PINK MUHLY GRASS PROVIDES FEATHERY TEXTURE AND A STUNNING FALL BLOOM DISPLAY. ITS AIRY SEED HEADS CATCH THE LIGHT, EVOKING WILD PASTURE GRASSES BLOWING IN THE BREEZE—A NOD TO THE OPEN FIELDS OF TRADITIONAL FARMS.

PAMPAS GRASS (CORTADERIA SELLOANA)
SERVING AS DRAMATIC VERTICAL ACCENTS AT KEY CORNERS AND BACKDROP AREAS, PAMPAS GRASS ANCHORS THE RURAL AESTHETIC WITH ITS BOLD STATURE AND FLUFFY WHITE PLUMES. IT HELPS FRAME ENTRIES AND TRANSITIONS, WHILE BUFFERING VIEWS BETWEEN THE FOOD MARKET AND ADJACENT USES.

SHRUBS & EVERGREEN STRUCTURE:
INDIAN HAWTHORNE (RHAPHIOLEPIS INDICA)
WITH ITS COMPACT FORM, SPRING BLOOMS, AND DENSE EVERGREEN FOLIAGE, INDIAN HAWTHORNE IS USED ALONG WALKWAYS, BENEATH SIGNAGE, AND NEAR THE ICE CREAM STAND SEATING AREAS. IT BRINGS YEAR-ROUND STRUCTURE WHILE ECHOING THE CULTIVATED BEAUTY OF FARMHOUSE HEDGES.

GOLD DUST AUCUBA (AUCUBA JAPONICA 'VARIEGATA')
TUCKED INTO SHADED NICHES NEAR BUILDING FOUNDATIONS AND UNDER CANOPIES, THE VARIEGATED FOLIAGE OF AUCUBA PROVIDES A RICH CONTRAST AND A VINTAGE GARDEN FEEL. ITS GOLD-SPLASHED LEAVES BRIGHTEN THE UNDERSTORY AND RECALL ORNAMENTAL PLANTINGS OF OLD RURAL PORCHES AND SHADED SIDE YARDS.

SCHEFFLERA ARBORICOLA ('DWARF UMBRELLA TREE')
USED SELECTIVELY AROUND GATHERING AREAS AND PLAZA PLANTERS, THIS TROPICAL ACCENT SHRUB GIVES THE DESIGN A LUSH, SEMI-EXOTIC FARMSTEAD GARDEN FEEL, ESPECIALLY IN WARMER MICROCLIMATES NEAR BUILDINGS. ITS ROUNDED LEAF CLUSTERS OFFER A SOFT VISUAL RHYTHM AGAINST HARDER ARCHITECTURAL LINES.

GROUNDCOVERS & LOW BORDER MASSINGS:
VARIEGATED LIRIOPE (LIRIOPE MUSCARI 'VARIEGATA')
USED AS A UNIFYING LOW BORDER THROUGHOUT THE PLAZA AND POND TRANSITION ZONES, THIS HARDY GRASS-LIKE GROUNDCOVER FRAMES SHRUB BEDS, CONTROLS EROSION ON MINOR SLOPES, AND PROVIDES A CLEAN EDGE TO PAVING. ITS STRIPES OF GREEN AND CREAM REFLECT THE TIDY GARDEN BORDERS TYPICAL OF HISTORIC RURAL HOMES.

BLUE DAZE (EVOLVULUS GLOMERATUS)
THIS TRAILING GROUNDCOVER WITH SILVERY FOLIAGE AND SKY-BLUE FLOWERS ADDS COOLING TONES TO SUN-DRENCHED PLANTERS, MEDIAN STRIPS, AND POND EMBANKMENTS. PERFECT FOR FLORIDA HEAT, IT ACTS AS A POLLINATOR MAGNET WHILE OFFERING A CASUAL SOFTNESS TO THE RURAL PALETTE.

NATIVE IDENTITY & ECOLOGICAL SUPPORT:
SAW PALMETTO (SERENOA REPENS)
USED ALONG POND EDGES AND IN NATURALIZED MARGINS, THIS FLORIDA NATIVE REINFORCES THE SITE'S ECOLOGICAL IDENTITY. ITS FAN-LIKE FRONDS ADD A RUGGED, WILD TEXTURE, CONTRIBUTE TO STORMWATER FILTRATION, AND SUPPORT LOCAL FAUNA. THE USE OF GREEN AND SILVER FORMS PROVIDES VARIATION AND AUTHENTICITY.

FUNCTIONAL & AESTHETIC INTEGRATION:
PLANTINGS NEAR THE ICE CREAM STAND AND FOOD MARKET PROVIDE SHADE, POLLINATOR HABITAT, AND LUSH, PHOTOGENIC SETTINGS FOR SOCIAL ACTIVITY.

AROUND THE STORMWATER PONDS, SPECIES WERE GROUPED BY MOISTURE TOLERANCE AND USED TO STABILIZE SLOPES, FILTER RUNOFF, AND ENHANCE VIEWS FROM WALKING PATHS AND OVERLOOKS.

SEASONAL HIGHLIGHTS FROM PINK MUHLY AND CRAPE MYRTLES (IN THE TREE LAYER) COORDINATE TO OFFER BURSTS OF COLOR ALIGNED WITH COMMUNITY EVENTS AND THE FLORIDA FAIR-LIKE CHARACTER OF THE MARKET SPACE.

CONCLUSION:
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NORTH

0' 15' 30' 60' 90' 150'
SCALE: 1" = 30'

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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT WALTER BONE A 6667670 STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

Freshfields Farm APOPKA

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20240189	WNB
PERMIT SUB DATE	CHECKED BY
08/21/2025	WNB

PROJECT
FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT
FRESHFIELDS FARMS

SHEET TITLE
SHRUB PLAN

SHEET NO
L-901

REV

TREES AND PALMS

LIVE OAK

BALD CYPRESS

WEEPING BALD CYPRESS

LOBLOLLY PINE

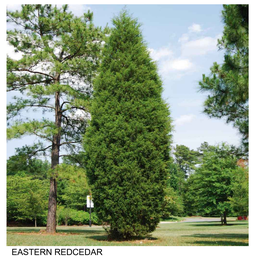
SOUTHERN MAGNOLIA

SWEET ACACIA

LACEBARK ELM

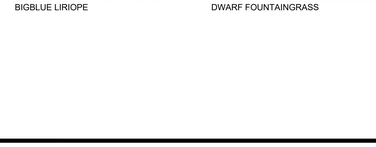
CENTENNIAL CRAPE MYRTLE

GINGKO - FALL COLOR


EASTERN REDCEDAR

SAUCER MAGNOLIA

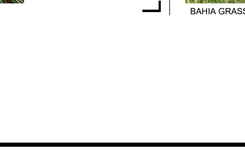
SHRUBS


BLUE CHIFFON ROSE OF SHARON

COONTIE PALM

PFITZER JUNIPER

PAMPASSGRASS


PINK PAMPASSGRASS

XANADU PHILODENDRON

PINK INDIAN HAWTHORNE

SAW PALMETTO

VARIEGATED SCHEFFLERA

PINK MUHLY GRASS

GROUNDCOVERS

BIGBLUE LIRIOPE

DWARF FOUNTAINGRASS

EVERILLO SEDGE

BLUE DAZE

VARIEGATED LIRIOPE

LAWN

BAHIA GRASS

CUHACI PETERSON

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ARCHITECT/ENGINEER SEAL

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Freshfields Farm APOPKA

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REV	DATE	REVISION / ISSUE NAME

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20240189	WNB
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08/21/2025	WNB

PROJECT

FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT

FRESHFIELDS FARMS

SHEET TITLE

PLANT IMAGERY

SHEET NO

L-911

REV

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONTAINER	CALIPER	MIN. HGT. & SPRD. @ INSTALLATION	QTY	REMARKS
TREES							
	CE2	CERCIS CANADENSIS / EASTERN REDBUD MULTI-TRUNK	10` - 12` HT, 5` SPREAD, MULTI-TRUNK	3" CAL., FULL		19	
	GA	GINKGO BILOBA `AUTUMN GOLD` TM / MAIDENHAIR TREE	FG. 36" MIN. DI. REGENERATED ROOT BALL.	3" CAL., FULL	12`-14` HEIGHT, 6` SPREAD	16	MALE VARIETY
	JE	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	15 GAL.	2" CAL.	8` MIN. FULL TO GROUND	43	
	LC8	LAGERSTROEMIA INDICA 'CENTENNIAL SPIRIT' / CENTENNIAL SPIRIT CRAPE MYRTLE MULTI-TRUNK	B&B	2" CAL.	10` - 12` HT., MULTI-TRUNK	55	3-5 CANES ONLY
	MM	MAGNOLIA X SOULANGEANA / SAUCER MAGNOLIA MULTI-TRUNK	25 GAL.	2" CAL.	5` - 6`	24	
	PR6	PINUS RIGIDA X TAEDA / PITCH LOBLOLLY PINE	FIELD GROWN	1.5" CALIPER	10` - 12` HT.	2	
	PR7	PINUS RIGIDA X TAEDA / PITCH LOBLOLLY PINE	FIELD GROWN	1" CAL/5' MIN HT	5` - 6`	17	
	PR5	PINUS RIGIDA X TAEDA / PITCH LOBLOLLY PINE	FIELD GROWN	3" CAL., FULL	12`-14` HEIGHT, 6` SPREAD	26	
	QH9	QUERCUS VIRGINIANA `HIGH RISE` / HIGH RISE LIVE OAK	FIELD GROWN	4" CAL.	15`-16` HT., 6`-7` SPD.	27	1 CENTRAL LEADER - TYP
	SS5	SABAL PALMETTO / CABBAGE PALMETTO	FIELD GROWN		14`-18`	13	
	TD5	TAXODIUM DISTICHUM / BALD CYPRESS	FIELD GROWN	3" CAL., FULL	14` HT. MIN. FULL.	20	
	TF5	TAXODIUM DISTICHUM `FALLING WATER` / WEEPING BALD CYPRESS	65 GAL	2.5" CAL.	12` HT. MIN.	8	
	VF	VACHELLIA FARNESIANA / SWEET ACACIA	15 GAL	2" CAL.	10` - 12` HT.	37	

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SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	SPACE	SPACING	QTY	REMARKS
GROUND COVERS								
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	LM	LANTANA MONTEVIDENSIS / PURPLE TRAILING LANTANA	4" POTS, 4-6 RUNNERS				64 SF	
	LB	LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF	4" POTS, 4-6 RUNNERS		12" O.C.		258 SF	TRIANGULAR SPACING
	LV	LIRIOPE MUSCARI 'VARIEGATA' / VARIEGATED LILYTURF	4" POTS, 4-6 RUNNERS	QUART POT	18" O.C.		218 SF	
	PH	PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN FOUNTAIN GRASS	1 GAL. FULL.	14"-16" SPR. FULL	18" O.C.	18" o.c.	163	DWARF FOUNTAINGRASS

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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT
WALTER BONE
LA 0667670
Seal_FL_Bone_ES557670
STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

Freshfields Farm APOPKA

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20240189	DRAWN BY WNB
PERMIT SUB DATE 08/21/2025	CHECKED BY WNB

PROJECT

FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT

FRESHFIELDS FARMS

SHEET TITLE

PLANTING SCHEDULE

SHEET NO L-920

REV.

PLANT COLOR LEGEND

CODE	BOTANICAL / COMMON NAME	FLOWER	FLOWER ACCENTS	FRUIT	FOLIAGE	FOLIAGE ACCENTS	NEW GROWTH	FALL COLOR	WINTER FOLIAGE
TREES									
GA	GINKGO BILOBA `AUTUMN GOLD` TM / MAIDENHAIR TREE								
JE	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR								
LC8	LAGERSTROEMIA INDICA 'CENTENNIAL SPIRIT' / CENTENNIAL SPIRIT CRAPE MYRTLE MULTI-TRUNK								
SS5	SABAL PALMETTO / CABBAGE PALMETTO								
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VF	VACHELLIA FARNESIANA / SWEET ACACIA								
SHRUBS									
AJ	AUCUBA JAPONICA 'GOLD DUST' / GOLD DUST JAPANESE LAUREL								
CS4	CORTADERIA SELLOANA / PAMPAS GRASS								
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MP2	MUHLENBERGIA CAPILLARIS 'PINK CLOUD' / PINK CLOUD PINK MUHLY GRASS								
RP	RHAPHIOLEPIS INDICA 'PINK CLOUD' / PINK CLOUD INDIAN HAWTHORN								
GROUND COVERS									
CE	CAREX OSHIMENSIS 'EVERILLO' / EVERCOLOR® EVERILLO JAPANESE SEDGE								
EB	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY								
LB	LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF								
LV	LIRIOPE MUSCARI 'VARIEGATA' / VARIEGATED LILYTURF								
PH	PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN FOUNTAIN GRASS								

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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT WALTER BONE A 6667670 STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

Freshfields Farm APOPKA

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO: 20240189	DRAWN BY: WNB
PERMIT SUB DATE: 08/21/2025	CHECKED BY: WNB

PROJECT

FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT

FRESHFIELDS FARMS

SHEET TITLE

BLOOM SCHEDULE

SHEET NO: L-921

REV:

LANDSCAPE SPECIFICATIONS

GENERAL:

G1) Take responsibility for adhering to all requirements stated as outlined herein and on the landscape drawings.

G2) The scope of work for the landscape contractor for this project shall include the provision of all labor, materials and equipment required to complete all tasks associated with the landscape and irrigation installation as shown on the drawings or noted herein. Take responsibility for coordinating with the general contractor reasonable access to power and potable water sources as required.

G3) Take responsibility to assign a qualified project manager and field supervisor to work directly with the owner's representative and supervise the work at all times through final owner acceptance. It is the contractor's responsibility to ensure that project manager has a complete current set of documents on-site at all times.

G4) The landscape contractor for this project must be able to document a minimum of five (5) years of comparable experience in the installation of plant material for projects of similar scale, intensity and quality. General contractor must submit documentation to owner's representative for approval prior to bid award.

G5) Take responsibility for familiarizing themselves with existing site conditions and notifying the owner's representative in writing of any concerns prior to commencement of work. This evaluation should include, but is not limited to, verification of surface and subsurface utilities, grades, dimensions and soil conditions.

G6) Take responsibility for familiarizing themselves with project plans and scopes of work related to associated trades to be performed by others in order to identify key coordination items including, but not limited to, site access, material storage, scheduling and sequencing of work. Take responsibility for coordinating all site issues with the general contractor.

G7) Take responsibility for the protection of all adjacent work, materials and equipment from damage due to their activities. The landscape contractor shall be solely responsible for any damage or injury to person or property that may occur as a result of the execution of their work.

G8) Take responsibility for the agronomic evaluation of soil characteristics. Evaluation must include chemical analysis by a qualified agricultural soils testing laboratory. Soils sample should be taken immediately following completion of rough grading activities and should be collected at a rate of one sample for each 10,000 square feet of impacted area, or a total of six, whichever is greater. At a minimum the chemical analysis of the soil should consider the following:

A. Percentage of organic matter

B. Salinity

C. ph (per UCF Standards)

D. Lime content

E. Mineral nutrients including concentrations of nitrogen, phosphorous, potassium. Calcium, magnesium, iron, zinc, manganese, copper, sulfur and molybdenum.

F. Potential hazards or impediments for plant growth including salinity, sodium chloride, boron, impaired soil structure or drainage.

G. Sand fraction analysis as a percent passing through 1", 1-1/4" and no. 200 sieves.

H. Percolation rate in inches per hour. The analysis should also include specific recommendations to the owner's representative for any amendments and backfill mixes for optimal plant growth to be made to the soils prior to planting. The contractor should include the cost of this soil testing in their base bid as well as the basic backfill mixes specified herein but should include any anticipated cost for soil amendment. The contractor is to provide the owner's representative with copies of all soil testing results. Submittal documentation must also contain a graphic site plan depicting locations and depth from which each sample was drawn.

G9) Take responsibility for confirming the quantities of each plant material required to adequately cover the area shown on the landscape plans at the prescribed spacing and notifying the owner's representative immediately of any perceived discrepancies for two (2) days prior to planting.

G10) Take responsibility to refer to the following references in determining compliance with best practices:

A. Florida Nurserymen and Grower's Association (FNGA) standards.

B. Florida Turf Grass Association's (FTGA) standards.

C. Florida Department of Agriculture, Bureau of Plant Industry, "Trades and Standards for Nursery Plants", latest edition.

D. "Cabling, Bracing and Guying Standards for Shade Trees" as published by the national arborist association (NAA).

E. ANSI A300 1995 Standards as established by the Tree, Shrub and Other Woody Plant Maintenance Standard Practice.

F. ANSI, Z60.1-American Standard For Nursery Stock.

G. "Standard Plant Names" as established by Hortus III.

G11) The owner's representative reserves the right to defer any and all review responsibilities related to landscape to the project Landscape Architect or other authorized agent.

G12) Take responsibility to grant the owner the following warranty for a period of one year (365 days) from the date of final acceptance for all trees, shrubs and groundcovers. The warranty period for sod shall be six months (180 days). It is understood that the warranty is to be inclusive of all labor, materials and equipment necessary for the replacement of any defective plant materials. Warranty is intended to cover defects and unsatisfactory growth caused by no fault of the owner. During the warranty period the landscape contractor shall make every reasonable effort to replace any dead, dying or diseased material within a period of 15 working days

G13) The plant quantities shown on the landscape contract documents are for the convenience of the landscape contractor. Take responsibility for verifying all quantities and reporting any discrepancies to the landscape architect for clarification prior to contract award and at commencement of work.

G14) Take responsibility to verify the extent of grassing work in the field. The contractor shall be responsible for providing grass in the areas shown on the plan in sufficient quantity to provide full coverage. Additional grass required will be adjusted based on a square footage unit price. Areas to be grassed shall be amended per soils report to provide required nutrients and soil ph of between 6.0 and 7.0.

G15) Take responsibility for providing plants, spaced as specified on the plant list. When installing shrubs in planting beds, spacing of material shall take precedence over quantity of materials indicated for planting areas. Notify landscape architect immediately if such situations arise. Shrub and groundcover spacing is generally indicated on the plant list for all 'mass plantings'. Accent shrubs and trees that are not part of mass plantings shall be spaced as shown on the plans.

PRODUCT:

P1) Take responsibility for confirming the availability of all the specified plant materials within two (2) weeks of project award. All requests for substitution due to lack of availability must be made to the owner's representative in writing within this period. No substitution shall be permitted without prior written approval from the owner's representative. Take responsibility for exhausting all means possible to obtain the materials as specified prior to requesting substitution. In order to be considered by the owner's representative as viable alternates plants must share the same general appearance/ form, installation size, mature size, color, quality and growth habit. Materials must be offered at no additional costs to the owner.

P2) The owner's representative reserves the right to review and approve all plant materials, including sod, at their source nursery with the landscape contractor prior to delivery to the job site. It is the responsibility of the landscape contractor to coordinate and schedule all nursery trips with the landscape architect or owner's representative a minimum of two weeks prior to the schedule date for material delivery for shipping. The landscape contractor is to provide a minimum of one week to the owner's representative for all trips. The owner also reserves the rights to have the nursery review of material or to provide approval through review of photographs or representative samples.

P3) All plant material suppliers, including sod, for this project must be able to document a minimum of five (5) years of experience in the specialization of growing and cultivation of comparable materials as specified for this project. Take responsibility to provide documentation to the owner's representative for approval prior to procuring material.

P4) In preparation for the delivery to the site the landscape contractor shall only prune branches or roots after notifying owner's representative. Pruning should only be preformed as required to assure safe loading, shipping and job site handling. In no case can any tree be topped. Prior to shipping all trees should be sprayed for insects and fungus as well as a foliar anti-dessicant.

P5) Balled and burlap trees should be dug and prepared for shipment in a manner that will not damage roots, branches, shape and future development after planting. Trees should be root pruned 30 days prior to digging and hardened off at the nursery for a minimum of 30 days prior to shipping. In addition to rootball irrigation the nursery should provide overhead mist irrigation for the duration of this period. The product received on-site should have a firm ball with natural soils. Dryed, cracked or broken rootballs will not be accepted. Rootballs should be sized at a minimum dia. ratio of 12" of rootball for each 1" of tree caliper.

P6) Take responsibility for the preparation of soils within all planting areas inclusive of providing all imported soil materials, soil amendments, soil conditioners and fertilizers as required. (per ANA standards)

P7) Soil preparation is to include the following fertilizer with the understanding that soil mix design may need to be adjusted based on outcome of agronomic testing:

A. Trees, 100% site soil with 5 lb. Milorganite per cu. yd.

B. Shrubs, 100% site soil with Osmocote controller release fertilizer (17-11-10) per manufacturer's recommendation.

P8) Should owner's representative and contractor agree with the recommendation of the testing agency to further amend the soils the contractor's contract will be adjusted accordingly. The contractor shall be required to submit samples of amended soils to be re-tested to confirm compliance with recommendations following the same procedures as the original tests.

P9) Take responsibility to provide the owner's representative with one quart, sealed and labeled bag of soil from same location that test samples here drawn. The owner reserves the right to obtain secondary analysis to confirm test results at their expense.

P10) Take responsibility to provide the owner's representative with one quart sealed and labeled bag of any imported soil material amendment or conditioner used in the preparation of the planting areas.

P11) The owner's representative reserves the right to review and approve all plant material at the job site prior to installation to ensure that the delivered state of the materials is in compliance with the material specifications contained herein. In the advent that delivered material does not comply with the project requirements the owner reserves the right to reject such materials and require the landscape contractor to remove and replace rejected materials at no additional cost to the owner. The landscape contractor shall remove rejected plants and materials from the project area and replace with acceptable materials.

P12) All plant material shall meet or exceed the requirements for Florida No. I quality in accordance with the grades and standards for nursery plants published by the state of Florida, department of agriculture, current edition. All plant material is to be sourced from a nursery unless specifically noted to be collected.

P13) All plant material sizes specified are minimum sizes at time of installation. All container and tree caliper sizes are minimum. Container or caliper size may be increased if necessary to provide overall plant size specified. Material height and width specified in landscape schedule is based on branches in their normal position. Specified caliper is to be measured at a point 12"' above the ground.

P14) All plant material must be delivered to the project site and installed in good health, free of pest, pest eggs, fungus and disease. Root systems shall be vigorous and fibrous, filling the container but shall not be root bound or exhibit spiraling roots. Verification of the health and vigor of all plant material is the sole responsibility of the landscape contractor.

EXECUTION:

E1) Take responsibility for ensuring all work (including delivery, storage and disposal of their materials) is performed in compliance with applicable jurisdictional codes.

E2) Take responsibility for maintaining the area, materials and equipment within the limits of work in a safe, neat and orderly manner. Excess materials and debris are to be removed from the work area no less than daily or as directed by the general contractor.

E3) Take responsibility for maintaining work activities within the limits of work and performing work at times, and in a manner, as prescribed by the general contractor.

E4) Take responsibility for any excavation in the vicinity of pre-existing or newly installed utilities with the general contractor. It is the responsibility of the landscape contractor to notify the owner's representative a minimum of 48 hours prior to digging for field verification of all underground utilities and other elements.Take responsibility for prior to initiating operations emergency repair plans and any possible service interruption(s) on-site and off. The landscape contractor shall bear the sole responsibility of any damage to subsurface utilities caused by their work. Return of services to off-site areas (if any) must be immediate.

E5) Take responsibility to take precautions to protect all existing site roads, parking lots, curbs and utilities from damage. This applies not only to the area within the limits of work but also along any local access roads or roadways internal to the project.

E6) Take responsibility for all necessary safety measures during construction operations to protect the public according to all applicable codes and recognized local practices.

E7) Take responsibility for with general contractor to ensure that temporary erosion and sedimentation control measures (silt fence, geo fence and/or other measures) are installed prior to beginning excavation.

E8) Take responsibility for the maintenance of all plant materials and the planting areas until final acceptance by the owner's representative

E9) The owner's representative will not review any change order requests from the landscape contractor related to 'extra' work performed without prior written authorization from the owner's representative.

E10) Take responsibility for scheduling deliveries of sod so that all deliveries to site will be installed no more than 24 hours from the time it arrives on site. The amount of sod delivered to the site at any one time should not exceed the amount that can be laid under these time constraints.

E11) Take responsibility to exercise care in the placement of sod. Sod should be laid with staggered rows running parallel to slope contours. In slope situations, begin sod at base of slope and work uphill, all sod should be rolled and fertilized with a granular 16-4-8 fertilizer five days after planting. Newly sodded areas shall be kept moist for the first week after planting after which a watering rate of 2" per week, including rainfall, should be sufficient.

E12) Take responsibility for eradicating weeds within the limits of all planting areas prior to beginning landscape installation. Perennial weeds and grasses to be removed include, but are not limited to, nut grass, puncture vine, morning glory, dog fennel, torpedo grass, Bermuda grass, Bahia grass, kikuyu grass, crab grass, carpet grass, sedge and other noxious and/or invasive weeds. The site is to be maintained weed free throughout planting operations.

E13) Take responsibility for pre-tillage to scarify soils in all planting areas to a minimum depth of 4". Densely compacted areas between 85% and 90% are to be cross ripped to a minimum 8" depth. In the process of tilling are unacceptable materials including, but not limited to, foreign debris, construction waste, roots, concrete, asphalt and rocks greater than 1/2" diameter on average. In areas to receive sod till in fertilizer to a depth of 2" at a rate of 12 pounds per cubic ft.

E14) Take responsibility for the owner's representative with record copies of all shipping receipts for all materials, including plants and sod, delivered to the project site. Delivery of all fertilizer and soil amendment materials must be in original, unopened container's bearing manufacturer's guaranteed chemical analysis, name, trade mark and conformance with state law.

E15) Take responsibility to store all materials in an area to be determined by the owner's representative. All excess stored materials must be removed prior to final acceptance from the owner.

E16) Take responsibility for staking all plant materials in the field in accordance with the landscape plans for approval by the owner's representative prior to excavation and installation. Take responsibility for stakes or flags to indicate locations of individual trees whereas all shrub and groundcover materials must be laid out in their containers with the appropriate spacing for owner's representative review and approval. The owner reserves the right to make field adjustments to plant layout as part of this review. Failure by the landscape contractor to obtain layout approval from the owner's representative prior to installation may result in the removal and reinstallation of materials by the contractor at no additional costs to the owner.

E17) The irrigation system is designed to maintain an established landscape. The contractor shall not rely on it as the new material's sole source of water. Take responsibility for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish the new and salvaged material. Take responsibility to continue to monitor the moisture content for all trees and shrubs. Use care to avoid creating large hole water jetting.

E18) Take responsibility for protecting and maintaining all plant material to remain within the limits of construction as indicated on the plans. Existing trees to remain shall be undisturbed and protected by barricades erected at the perimeter of the tree drip line. No vehicle shall traverse this area nor shall any storage of materials or equipment be permitted within this protected area. Bear the sole responsibility of replacement for any damage to protected materials caused by construction activity without additional costs to the owner.

E19) Take responsibility for establishing and maintaining the stability and plumb condition of all installed plant materials until receiving final acceptance from the owner's representative. The contractor shall be responsible for replacing any plant material which is damaged due to inadequate guying or staking, at no additional cost to the owner. The contractor shall remove all staking materials the end of the warranty period and dispose of properly offsite.

E20) Should the landscape contractor be required to replace any damaged, diseased, dying or dead plant material it is understood that the replacement material is to be of the same species, size and quality as that originally specified and approved by the owner's representative. Replacement with alternate materials will be permitted only with prior written approval from the owner's representative. The contractor will be responsible for the removal of all materials and leaving the impacted area clean following any remedial action.

E21) At the end of the warranty period the owner reserves the right to have the contractor replace any declining material or request an extension of up to ninety (90) days on any specific material.

E22) Take responsibility to install plant materials using the best horticultural practices:

A. Protect plant material from damage during delivery, staging and installation.

B. Do not begin installation of shrub and groundcover materials prior to completion of irrigation installation and finish grading,

C. Do not install plant materials in winds in excess of 30 miles per hour.

D. Do not install plant material if deemed site conditions will impede the ability of plant material to thrive without notifying owner's representative of concerns prior to installation.

E. Perform all work in accord with all applicable laws, codes and regulations inclusive of all permits and inspections required by federal, state and local jurisdictions.

F. The use of cables and chains for the lifting of trees is prohibited. Trees are to be lifted using nylon straps a minimum of 4" in width. Wrap trunks to protect from scraping and scarring.

G. The 'choke' strapping method for lifting trees is prohibited.

H. Do not drop plant material.

I. Limit the amount of plants to be installed per day to those that can adequately be watered in the same day.

J. Carefully remove containerized plants from their cans to avoid breaking the rootball. Containers should only be removed immediately prior to installation and plants should be immediately watered after placement.

K. Remove burlap and cut steel baskets from at least the top third of the rootball for all B&B material. Remove wire baskets to a minimum depth of 18'.

L. Plant material must be installed at correct elevation in relation to finish grade as indicated on the planting details after settling. Plants set at incorrect elevations will need to be raised or lowered accordingly at no additional cost to the owner.

M. Set fertilizer tablets on top of rootball for all trees laid out for planting to allow owner's representative to confirm correct amount.

N. Planting pits for trees and shrubs must be excavated to the dimensions specified on the planting details. Following planting area immediately surrounding plant is to be tamped firm and use water jet technique to remove all air pockets repeating as required.

O. Apply re-watting agent to the surface of all plant pits for trees and shrubs per manufacturer's recommendations.

P. Apply mulch in even layer to depth shown on detail. Do not place mulch without the approval of the owner's representative that weed removal and fine grading requirements have been met.

Q. Continuously monitor status of installed materials and make modifications, clean-ups and replacements as required.

E23) All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall not be obstructed and shall be smooth and flowing. If trees are located outside planting beds in grass areas, maintain a minimum three feet 3' wide offset to allow for mowers to maneuver.

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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT WALTER BONE A 6667670 STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

Freshfields Farm APOPKA

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO	DRAWN BY
20240189	WNB
PERMIT SUB DATE	**CHECKED BY**
08/21/2025	WNB

PROJECT

FRESHFIELDS FARM - APOPKA

1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT

FRESHFIELDS FARMS

SHEET TITLE

PLANTING SPECIFICATIONS

SHEET NO

L-931

REV

PALM-ACCEPTABLE 2

PALM-ACCEPTABLE 3

PALM-NOT ACCEPTABLE 1

PALM-NOT ACCEPTABLE 2

STANDARD-ACCEPTABLE 2

STANDARD-NOT ACCEPTABLE 3

STANDARD-ACCEPTABLE 1

SPECIMEN-NOT ACCEPTABLE 1

SHRUB- ACCEPTABLE

SHRUB-NOT ACCEPTABLE

SHRUB-NOT ACCEPTABLE

UNACCEPTABLE GROUNDCOVER

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PROJECT

FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT

FRESHFIELDS FARMS

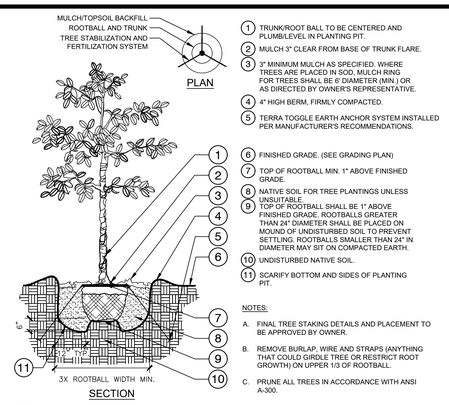
SHEET TITLE

PLANTING STABDARDS

SHEET NO

L-941

REV



1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. MULCH 3" CLEAR FROM BASE OF TRUNK FLARE.
3. 3" MINIMUM MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. 4" HIGH BERM, FIRMLY COMPACTED.
5. TERRA TOGGLE EARTH ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. NATIVE SOIL FOR TREE PLANTINGS UNLESS UNSUITABLE.
9. TOP OF ROOTBALL SHALL BE 1" ABOVE FINISHED GRADE. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.

NOTES:

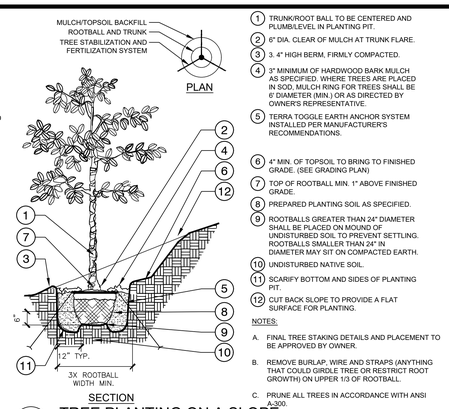
A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

1 TREE PLANTING

L-PL-TYP-01



1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3. 4" HIGH BERM, FIRMLY COMPACTED.
4. 3" MINIMUM OF HARDWOOD BARK MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
5. TERRA TOGGLE EARTH ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.
12. CUT BACK SLOPE TO PROVIDE A FLAT SURFACE FOR PLANTING.

NOTES:

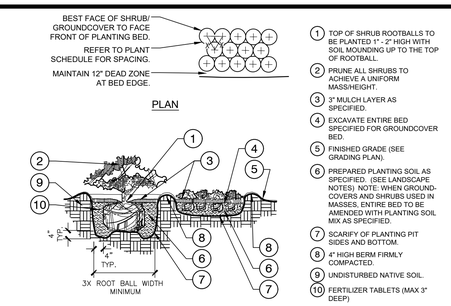
A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

2 TREE PLANTING ON A SLOPE

L-PL-TYP-02



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUNDCOVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

NOTES:

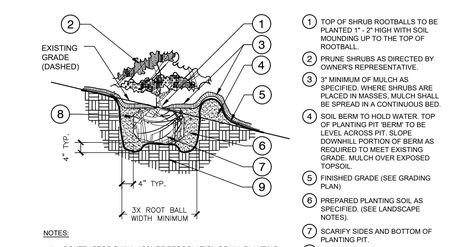
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

3 SHRUB/ GROUNDCOVER PLANTING

L-PL-TYP-03



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE SHRUBS AS DIRECTED BY OWNER'S REPRESENTATIVE.
3. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE SHRUBS ARE PLACED IN MASSES, MULCH SHALL BE SPREAD IN A CONTINUOUS BED.
4. SOIL BERM TO HOLD WATER. TOP OF PLANTING PIT 'BERM' TO BE LEVEL ACROSS PIT. SLOPE DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE. MULCH OVER EXPOSED TOPSOIL.
5. FINISHED GRADE (SEE GRADING PLAN)
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).
7. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
8. FERTILIZER TABLETS (MAX 3" DEEP).
9. UNDISTURBED NATIVE SOIL

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

4 SHRUB/ GROUNDCOVER PLANTING ON A SLOPE

L-PL-TYP-05

1. FIRE HYDRANT.
2. NO PLANT WITHIN SHOWN RADIUS OF ALL PROPOSED OR EXISTING FIRE HYDRANTS. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE HYDRANTS OCCUR ON SITE.
3. FRONT OF HYDRANT (TOWARD CURB)

5 SHRUB PLANTING AT FIRE HYDRANT

NTS L-PL-TYP-08

1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP. NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE.
2. CURB / PARKING LOT EDGE.

6 PARKING SPACE/ CURB PLANTING

NTS L-PL-TYP-07

NOTES:

1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.
2. INSTALL SPECIFIED MULCH: 6" MIN. FROM BUILDING. SPECIFIED MULCH TO BE INSTALLED AT A DEPTH OF 3" (MIN.)

7 PLANTING ADJACENT TO BUILDING

NTS L-PL-TYP-06

1. FINISH GRADE (SEE GRADING PLANS).
2. BACKFILL WITH NATIVE SOIL AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER.
4. SLOPE BOTTOM TO DRAIN.
5. AUGURED HOLE Ø ±18" PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
6. BACKFILL WITH 1/2" - 3/4" GRAVEL TO REQUIRED DEPTH THROUGH OCCLUDING LAYER TO ASSURE PROPER PERCOLATION.
7. WATER TABLE. (DEPTH VARIES)
8. UNDISTURBED NATIVE SOIL.
9. SET ROOTBALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS 1" ABOVE FINISHED GRADE.

NOTES:

A. THIS DETAIL SHALL BE IMPLEMENTED WHERE PERCOLATION RATES ARE 2" PER HOUR OR LESS.

B. CONTRACTOR TO PERFORM PERCOLATION TEST AS REQUIRED. AND NOTIFY OWNER/LANDSCAPE ARCHITECT.

C. SEE TYPICAL TREE PLANTING DETAIL THIS SHEET FOR PLANT STAKING.

8 POOR DRAINAGE CONDITION

L-PL-TYP-09

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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT WALTER BONE A 6667670 STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

Freshfields Farm APOPKA

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20240189	DRAWN BY WNB
PERMIT SUB DATE 08/21/2025	CHECKED BY WNB

PROJECT

FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT

FRESHFIELDS FARMS

SHEET TITLE

PLANTING DETAILS

SHEET NO L-951 REV

TYPICAL IRRIGATION SPECIFICATION AND NOTES

1. THE SYSTEM SHALL BE DESIGNED TO PROVIDE 100% COVERAGE. ANY CHANGES MADE IN THE LAYOUT DUE TO FIELD CONDITIONS SHALL BE IN ACCORDANCE WITH THESE STANDARDS. CONTRACTOR TO SUBMIT FINAL DESIGN WITH BID FOR APPROVAL.

2. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL FIELD VERIFY.

3. CONTRACTOR TO FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING PSI AND GPM PRIOR TO CONSTRUCTION.

4. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON-SITE.

5. IRRIGATION DESIGN IS SCHEMATIC ONLY. FULL AND COMPLETE SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO BIDDING AND CONSTRUCITON.

6. CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS TO ENSURE ALL PLANT MATERIAL IS COVERED BY 100% HEAD-TO-HEAD IRRIGATION.

7. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT AND SHALL PROVIDE CAD FILES IN AUTOCAD FORMAT WITH 1 24X36 HARD COPY TO SCALE.

8. IRRIGATION CONTRACTOR TO PROVIDE POWER SUPPLY TO ELECTRIC CONTROLLERS.

9. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE JURISDICTION.

10. IRRIGATION SYSTEM SHALL NOT BE INSTALLED THROUGH PRESERVED PLANT COMMUNITIES OR WITHIN WETLANDS OR THEIR ASSOCIATED BUFFERS.

11. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED. ALL VALVES SHALL BE LOCATED WITHIN LANDSCAPED AREAS, AS SPECIFIED.

12. MAINLINE SHALL NOT BE LOCATED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.

13. CONTRACTOR TO COORDINATE LOCATION OF ALL METERS AND BACKFLOW ASSEMBLIES WITH PROJECT OWNER.

14. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR SLEEVING AND DIRECTIONAL BORES.

15. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZED TWO PIPE SIZES GREATER THAN THE PIPE IT CARRIES.

16. ALL PRESSURIZED MAINLINES AND LATERALS UNDER PAVEMENT SHALL BE WITHIN SLEEVES AS NOTED. WHERE ELECTRIC OR HYDRAULIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT.

17. SLEEVES UNDER EXISTING PAVEMENT MUST BE DIRECTIONAL BORE. OPEN CUT IS NOT AN OPTION.

18. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO AUTOMATIC AND GATE VALVE DESIGNATIONS. ALL HOSE BIBB VALVE BOXES SHALL BE LABELED IN A SIMILAR MANNER WITH THE DESIGNATION "HB". LETTER OUTSIDE OF TIME CLOCK CABINETS TO CORRESPOND WITH IRRIGATION CLOCK PROGRAM DESIGNATION.

19. THE IRRIGATION CONTRACTOR SHALL INSTALL A COLOR-CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES: "CAUTION: IRRIGATION LINE BURIED BELOW." THE TAPE SHALL BE INSTALLED THE FULL LENGTH OF THE IRRIGATION MAINLINE.

20. ALL VALVES, SPLICES WITHIN CONTROL LINES, AND QUICK COUPLERS SHALL BE LOCATED WITHIN NDS VALVE BOXES AS FOLLOWS:

-RECTANGULAR 12"X17" HEAVY DUTY BOX. (PURPLE COVER FOR REUSE TO BE PROVIDED WHERE APPROPRIATE).

21. ALL UNSIZED PIPE SHALL BE 3/4" UNLESS OTHERWISE NOTED ON PLAN. SEE LATERAL PIPE SIZING REQUIREMENTS.

22. EACH TREE AND PALM (AS SHOWN ON THE PLANS) SHALL HAVE A MIN 24 GALLON PER HOUR FLOOD BUBBLER. LOCATE BUBBLER ON THE UPHILL SIDE OF TREES ON ALL SLOPES.

23. ALL IRRIGATION HEADS/DRIP TUBING SHALL BE LOCATED ONE (1) FOOT FROM BACK OF CURB WHEN NEXT TO A ROADWAY. (THIS SHALL NOT INCLUDE PARKING AREAS OR DRIVE AISLES).

24. LOCATE ALL VALVES IN PLANTING BEDS WITH A MINIMUM OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. PIPE SIZES ON EITHER SIDE OF SECTION VALVES CONNECTING MAINLINE TO SECTION LATERAL SHALL BE ONE (1) PIPE SIZE LARGER THAN VALVE SIZE. WHERE MAINLINES RUN PARALLEL TO PAVEMENT OR CURBING, THE MAINLINE SHALL BE OFFSET 2'-0" FROM THE EDGE OF PAVEMENT OR CURB.

25. IRRIGATION ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT WATERING CYCLES. BUBBLERS, DRIPLINE, AND SPRAY HEADS SHALL BE SEPARATED ON DIFFERENT VALVES. AT NO TIME SHALL MULTIPLE IRRIGATION HEAD TYPES BE LOCATED ON THE SAME VALVE.

26. ALL DRIP ZONES SHALL BE INSTALLED WITH A FLUSH VALVE AND AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE OR FLUSH VALVE WILL BE REQUIRED FOR THAT ZONE. DRIPLINE SHALL PROVIDE 0.9 GPH EMITTERS, 18" O.C. WITH 18" LINE SPACING AT A MINIMUM.

27. IRRIGATION CONTRACTOR TO COORDINATE WITH OWNER FOR FINAL CONTROLLER AND RAIN SENSOR LOCATIONS. THE CONTROLLER SHALL BE PLACED IN A LOCKING CABINET IN THE MOST INCONSPICUOUS AREA APPROPRIATE FOR ITS LOCATION. (INDOOR VS. OUTDOOR USE)

28. LOCATE THE AUTOMATIC RAIN SENSOR SHUTOFF DEVICE IN AN AREA THAT IS UNOBSTRUCTED BY TREES, ROOF OVERHANGS, OR ANY OTHER OVERHEAD OBJECT. THE SENSOR SHALL NOT BE PLACED WITHIN THE SPRAY ZONE OF ANY SPRINKLER HEAD, INCLUDING OFF-SITE IRRIGATION. CONTRACTOR SHALL LOCATE SENSOR WITHIN CLOSE PROXIMITY TO THE IRRIGATION CONTROLLER.

29. CONTRACTOR SHALL PERFORM HYDRO-TESTING OF MAIN LINES.

HYDRO-TESTING TO BE PERFORMED AS LISTED:

THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FORTY-EIGHT (48) HOURS IN ADVANCE OF TESTING. PRIOR TO BACKFILLING, CONTRACTOR SHALL FILL PIPING WITH WATER, IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE, TAKING CARE TO PURGE THE AIR FROM IT. A SMALL, HIGH PRESSURE PUMP OR OTHER MEANS OF MAINTAINING A CONTINUOUS WATER SUPPLY SHALL BE CONNECTED TO THE PIPING AND SET SO AS TO MAINTAIN 125 PSI FOR TWO (2) HOURS WITHOUT INTERRUPTION. CONTRACTOR SHALL MAKE ANY NECESSARY CORRECTIONS AND RETEST THE SYSTEM UNTIL THE OWNER'S REPRESENTATIVE IS SATISFIED THAT THE SYSTEM IS REASONABLY SOUND.

30. ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER SHALL FOLLOW MANUFACTURERS SPECIFICATIONS. IF REQUIRED, ALL WIRING FOR A TWO WIRE PATH SHALL BE WITH RED/BLUE TWISTED PAIR 14 AWG. ELECTRIC CONTROL LINES FROM THE DECODER TO THE SOLENOID VALVES SHALL BE TWISTED PAIR 18 AWG. ALL DECODERS SHALL BE GROUNDED EVERY 1,000 L.F. OR EVERY 10 DEVICES. ALL WIRE SHALL BE FURNISHED IN MINIMUM 2,500' REELS AND SPLICING SHALL BE MINIMIZED. BURY SPLICE KIT. ALL 24 VOLT WIRING SHALL BE DONE IN ACCORDANCE WITH EXISTING CODES. SPLICING SHALL BE IN VALVE BOXES OR CONTROLLERS ONLY. IRRIGATION SYSTEM CONTROL SHALL BE TWO WIRE PATH. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS FOR THIS INSTALLATION. TWO WIRE SYSTEM SHALL HAVE 2 -WAY COMMUNICATIONS FIELD PROGRAMMABILITY, STATION SPECIFICATIONS AND INTEGRATED SURGE PROTECTION.

31. ALL CONTROL WIRE SHALL BE INSTALLED IN A 1-1/4" ELECTRICAL CONDUIT.

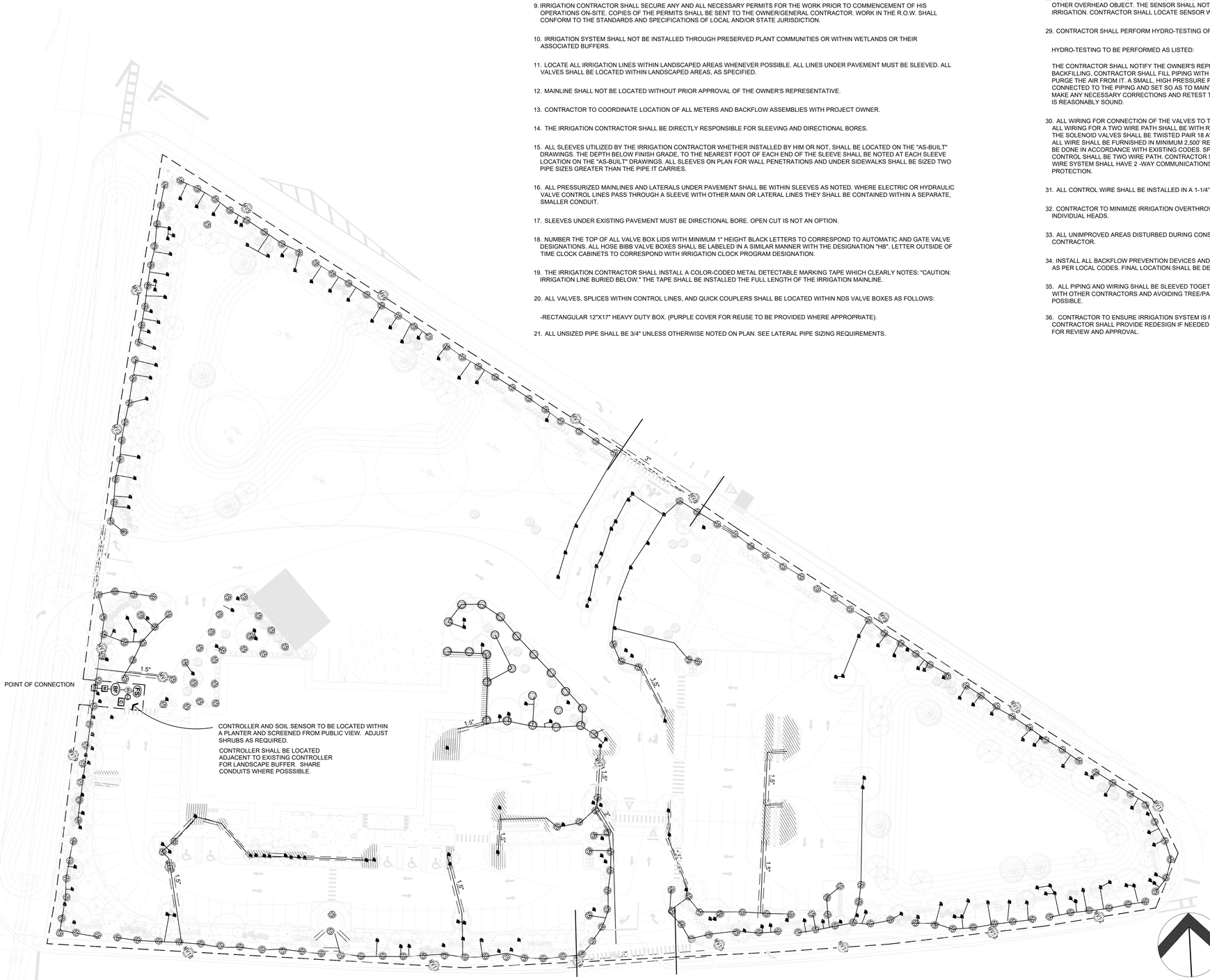
32. CONTRACTOR TO MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.

33. ALL UNIMPROVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR.

34. INSTALL ALL BACKFLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACKFLOW PREVENTER AS PER LOCAL CODES. FINAL LOCATION SHALL BE DETERMINED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

35. ALL PIPING AND WIRING SHALL BE SLEEVED TOGETHER WHERE POSSIBLE. CONTRACTOR RESPONSIBLE FOR COORDINATING ALL WORK WITH OTHER CONTRACTORS AND AVOIDING TREE/PALM PLANTINGS WITHOUT REQUIRING TREES/PALMS TO BE RELOCATED WHERE POSSIBLE.

36. CONTRACTOR TO ENSURE IRRIGATION SYSTEM IS FULLY OPERATIONAL PROVIDING 100% COVERAGE TO ALL PLANTINGS AREAS AND THE CONTRACTOR SHALL PROVIDE REDESIGN IF NEEDED IN AUTOCAD AND PDF FORMATS AND SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.



NORTH

0' 15' 30' 60' 90' 150'

SCALE: 1" = 30'

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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT
WALTER BONE
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STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

Freshfields Farm APOPKA

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20240189	DRAWN BY WNB
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PROJECT

FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT

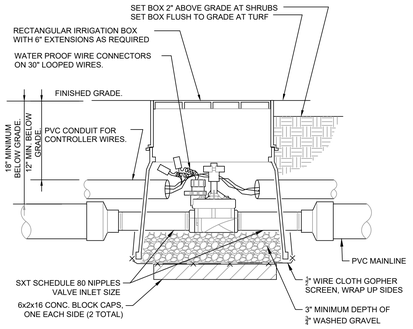
FRESHFIELDS FARMS

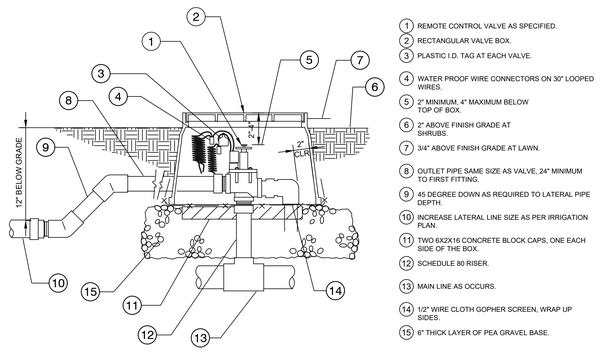
SHEET TITLE

IRRIGATION PLAN

SHEET NO
L-981

REV



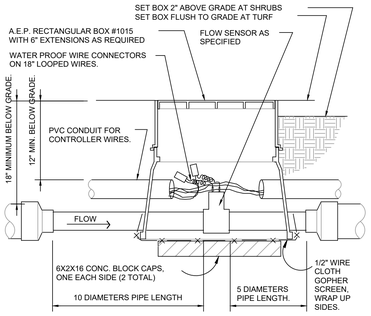


1 MASTER CONTROL VALVE

NTS JAX-O9-58

2 REMOTE CONTROL VALVE (SPRINKLERS/BUBBLERS)

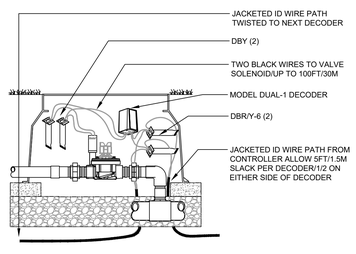
NTS DETAIL-FILE



3 FLOW SENSOR ASSEMBLY

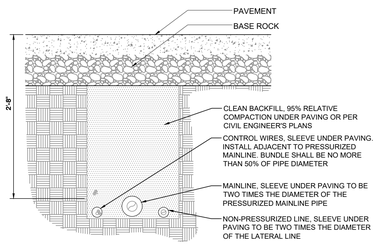
NTS JAX-O9-01

NOTE:
ALL DUAL-1 DECODERS SHALL HAVE THE FOLLOWING ADDRESS AND CORRESPONDING COLOR
ADDRESS 1 = BLACK
ADDRESS 2 = YELLOW
ADDRESS 3 = GREEN
ADDRESS 4 = WHITE
ADDRESS 5 = ORANGE
ADDRESS 6 = PURPLE



4 DUAL-1 DECODER

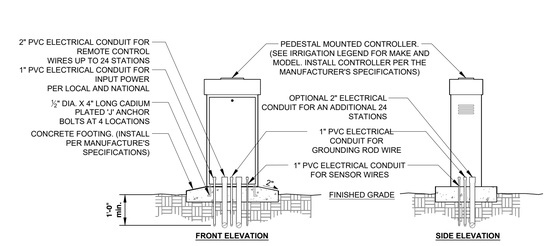
1 1/2" = 1'-0" JAX-O9-17



NOTES
1. SEE IRRIGATION LEGEND FOR MAINLINE SIZE AND TYPE.
2. ALL SLEEVES SHALL BE SCH. 200 PVC PIPE.
3. ALL SLEEVES SHALL EXTEND 12" BEYOND THE EDGE OF PAVEMENT.
4. END OF SLEEVES SHALL BE LOCATED WITH A WOODEN STAKE OR PVC PIPE. LOCATORS SHALL RUN CONTINUOUSLY FROM THE END OF THE SLEEVE TO FINISHED GRADE.

5 TYPICAL IRRIGATION SLEEVING

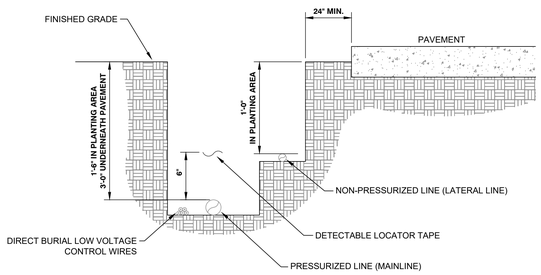
NTS JAX-O9-12



NOTES
1. COMMON AND CONTROLLER WIRE TO BE BUNDLED USING ELECTRICAL TAPE AT 10'-0" ON CENTER.
2. GROUNDING RODS SHALL BE LOCATED BETWEEN 8'-0" AND 12'-0" AWAY FROM THE CONTROLLER. GROUNDING RODS SHALL BE ⅝" IN DIAMETER X 8' IN LENGTH. CONNECT THE GROUNDING ROD TO THE CONTROLLER USING 6 GAUGE BARE COPPER WIRE OR PER THE MANUFACTURER'S SPECIFICATIONS.SEE GROUNDING ROD DETAIL.
3. ET STATION TO BE INSTALLED NO FURTHER THAN 90' AWAY FROM THE CONTROLLER AND A MINIMUM OF 15' OFF OF THE GROUND, OUT FROM UNDER ANY OVERHEAD OBSTRUCTIONS SUCH AS, BUT NOT LIMITED TO BUILDING OVERHANGS, TREES, OR UTILITIES.

6 PEDESTAL MOUNTED CONTROLLER

NTS JAX-O9-11



NOTES
1. SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.
2. SLEEVING IS REQUIRED AS SHOWN ON PLAN.
3. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

7 IRRIGATION TRENCHING

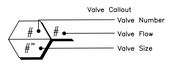
NTS JAX-O9-10

IRRIGATION SCHEDULE FRESHFIELDS FARM-APOPKA

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
2Q 2H 4Q 4H 6Q 6H	HUNTER PROS-06-PRS30-CV SR SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	88	30
Q T H F	HUNTER PROS-06-PRS30-CV 8 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	7	30
Q T H F	HUNTER PROS-06-PRS30-CV 12 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	62	30
Q T H F	HUNTER PROS-PRS30-06-CV 15 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. WITH FACTORY INSTALLED DRAIN CHECK VALVE. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	43	30
25Q 50Q 5SH 10H 10F 20F	HUNTER PROS-PRS30-06-CV-MSBN MULTI-STREAM BUBBLER, 6IN. POP-UP, FACTORY INSTALLED DRAIN CHECK VALVE, 25=.25GPM, 50=0.5GPM, 10=1.0GPM, 20=2.0GPM.	131	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	HUNTER HDL-09-18-R DRIP RING	6	15
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFDE-09-18 XFDE ON-SURFACE PRESSURE COMPENSATING LANDSCAPE DRIPLINE. 0.9 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV & KINK RESISTANT. USE XF INSERT FITTINGS.	25,358 L.F.	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
V1	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V11	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V12	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V13	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V14	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V15	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V16	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V17	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V18	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V19	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V2	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V20	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V21	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V22	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V24	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V25	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V3	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V4	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V5	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V6	HUNTER ICV-G-BSP-R 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
V23	HUNTER ICV-G-BSP-R 1" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
MV	HUNTER ICV-G-BSP-R 3" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH BSP THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH RECLAIMED WATER ID, PURPLE HANDLE.	1
BF	FEBCO 825Y 1" REDUCED PRESSURE BACKFLOW PREVENTER	1
C	HUNTER I2C-3200-PL 32 STATION OUTDOOR MODULAR CONTROLLER. WITH THREE ICM-800 MODULE. COMMERCIAL USE. PLASTIC CABINET.	1
SM	HUNTER SOIL-CLIK THE SOIL-CLIK PROBE USES PROVEN TECHNOLOGY TO MEASURE MOISTURE WITHIN THE ROOT ZONE. WHEN THE PROBE SENSES THAT THE SOIL HAS REACHED ITS DESIRED MOISTURE LEVEL, IT WILL SHUT DOWN IRRIGATION, PREVENTING WATER WASTE.	2
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	4,630 L.F.
	IRRIGATION MAINLINE: PVC SCHEDULE 40	1,974 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	757.2 L.F.



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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT WALTER BONE A 6667670 STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

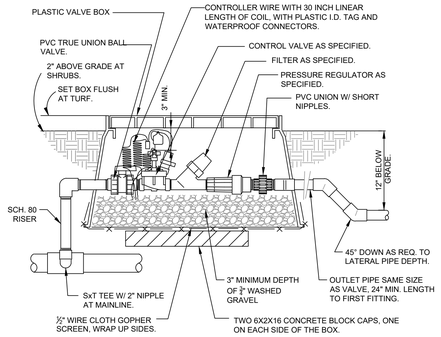
PROJECT NO 20240189	DRAWN BY WNB
PERMIT SUB DATE 08/21/2025	CHECKED BY WNB

PROJECT
FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

CLIENT
FRESHFIELDS FARMS

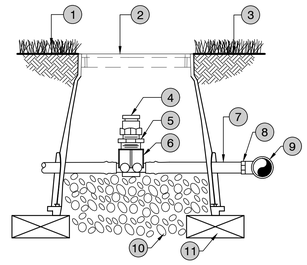
SHEET TITLE
IRRIGATION SCHEDULE & DETAILS

SHEET NO L-982 REV



1 REMOTE CONTROL VALVE (DRIP)

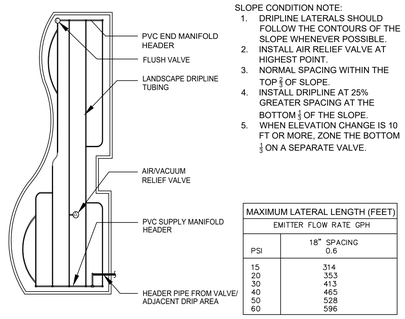
NTS JAX-O9-05



1. TURF GRASS
2. SUBTERRANEAN EMITTER BOX
3. FINISHED GRADE
4. 1/2" AIR RELIEF VALVE TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
5. 1/2" X 3/4" PVC REDUCER BUSHING
6. BARB X FEMALE THREAD CONNECTOR
7. 1/2" BLANK DRIPLINE TUBING
8. BARB X MALE THREAD CONNECTOR
9. PVC TEE CONNECTED TO PVC HEADER PIPE
10. 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL
11. BRICK (1 OF 2)

2 DRIPLINE AIR RELIEF VALVE

NTS JAX-O9-59



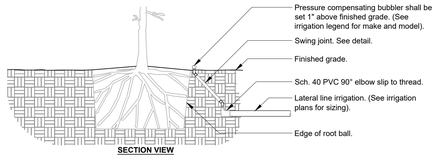
SLOPE CONDITION NOTE:

1. DRIPLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
3. NORMAL SPACING WITHIN THE TOP ⅓ OF SLOPE.
4. INSTALL DRIPLINE AT 25% GREATER SPACING AT THE BOTTOM ⅓ OF THE SLOPE.
5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM ⅓ ON A SEPARATE VALVE.

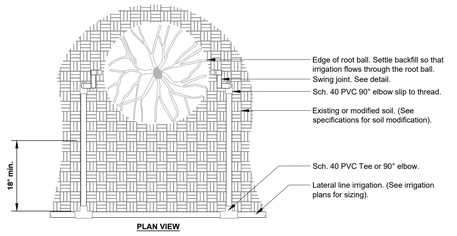
MAXIMUM LATERAL LENGTH (FEET)	
EMITTER FLOW RATE GPH	
PSI	18" SPACING 0.6
15	314
20	353
30	413
40	465
50	528
60	596

3 TYPICAL DRIPLINE LAYOUT

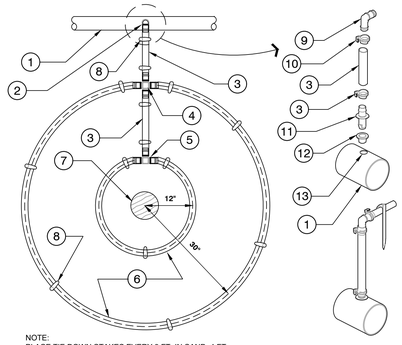
NTS JAX-O9-27



SECTION VIEW



PLAN VIEW



NOTE:
PLACE TIE DOWN STAKES EVERY 3 FT. IN SAND, 4 FT. IN LOAM, AND 5 FT. IN CLAY, AS WELL AS AT ALL CHANGE OF DIRECTION SUCH AS AT TEES OR ELLS.

DRIPLINE TO LATERAL "XPANDO" ADAPTER CONNECTION DETAIL

1. LATERAL SUPPLY PIPE, SEE PLAN.
2. DRIPLINE CONNECTION TO BELOW GRADE LATERAL PIPE, SEE DRIPLINE TO LATERAL "XPANDO" ADAPTER CONNECTION DETAIL (TYPICAL CONDITION).
3. POLYETHYLENE TUBING SEE PLAN FOR SIZING.
4. BARB CROSS INSERT FITTING.
5. BARB TEE INSERT FITTING.
6. AT-GRADE DRIPLINE, INNER RING 12" FROM PLANT, OUTTER RING 30" FROM PLANT. DRIPLINE AS SPECIFIED ON PLAN.
7. PLANT TRUNK.
8. TYPICAL ANTELCO ASTA TIE-DOWN STAKE, SEE NOTE.
9. DRIPLINE BARBED INSERT ELL.
10. RATCHET CLAMP AT ALL BARBED CONNECTIONS, ANTELCO PART NO. 44345.
11. INSERT ADAPTER, ANTELCO "XPANDO" PART NO. 45595.
12. ANTELCO "CAPO: RUBBER GROMMET, NO. 45735.
13. DRILL 5/8" HOLE IN PVC LATERAL PIPE WHERE REQUIRED. YOU MUST USE A "FORSTNER" DRILL BIT FOR DRILLING INTO PVC. REMOVE ANY EXCESS BURRS OR ROUGH EDGES.

Notes:
1- All irrigation fittings shall be Sch. 40 PVC unless specified otherwise.

2- All threaded connections from Sch. 40 to Sch. 80 PVC shall be made using teflon tape.

3- Contractor shall settle the area around the bubbler and edge of the root ball so that all irrigation flows through the root ball.

4 TREE RING DRIPLINE IRRIGATION

N.T.S. JAX-O9-04

5 IRRIGATION BUBBLER (3) W/ LAYOUT

NTS JAX-O9-02

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ARCHITECT/ENGINEER SEAL

08/21/2025

REGISTERED LANDSCAPE ARCHITECT WALTER BONE A 6667670 STATE OF FLORIDA

WALTER BONE, RLA ASLA

CONSULTANT

Freshfields Farm APOPKA

REVISION / ISSUE HISTORY

REV	DATE	REVISION / ISSUE NAME

PROJECT NO 20240189	DRAWN BY WNB
PERMIT SUB DATE 08/21/2025	CHECKED BY WNB

PROJECT

FRESHFIELDS FARM - APOPKA
1819 PIEDMONT WEKIWA RD.
ORLANDO, FL 32703

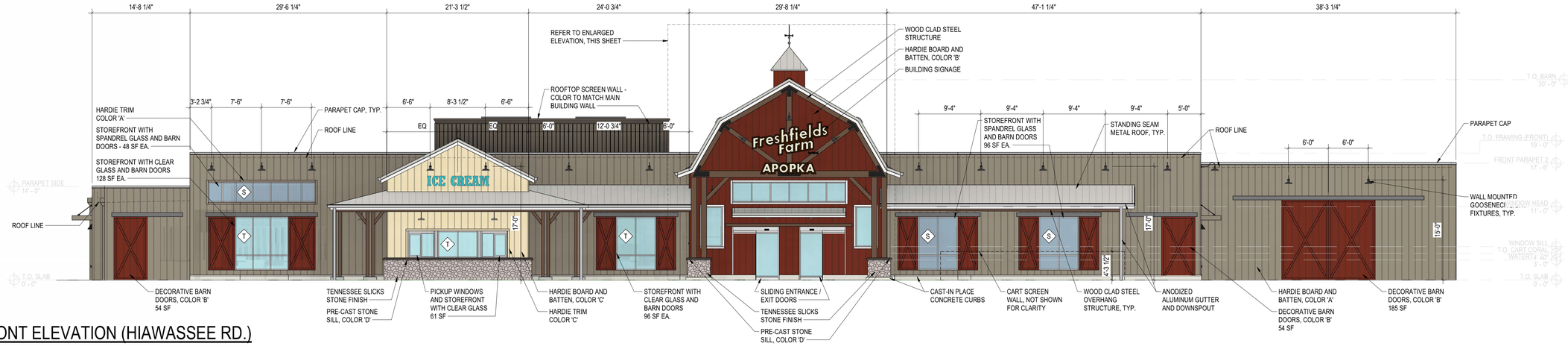
CLIENT

FRESHFIELDS FARMS

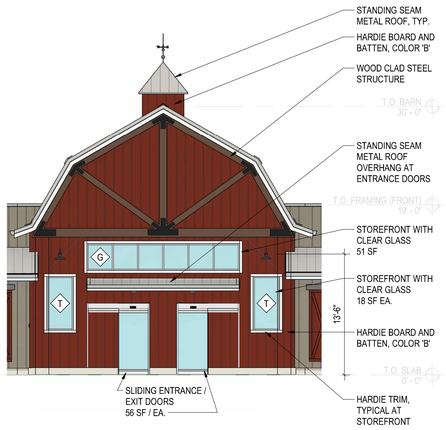
SHEET TITLE

IRRIGATION DETAILS

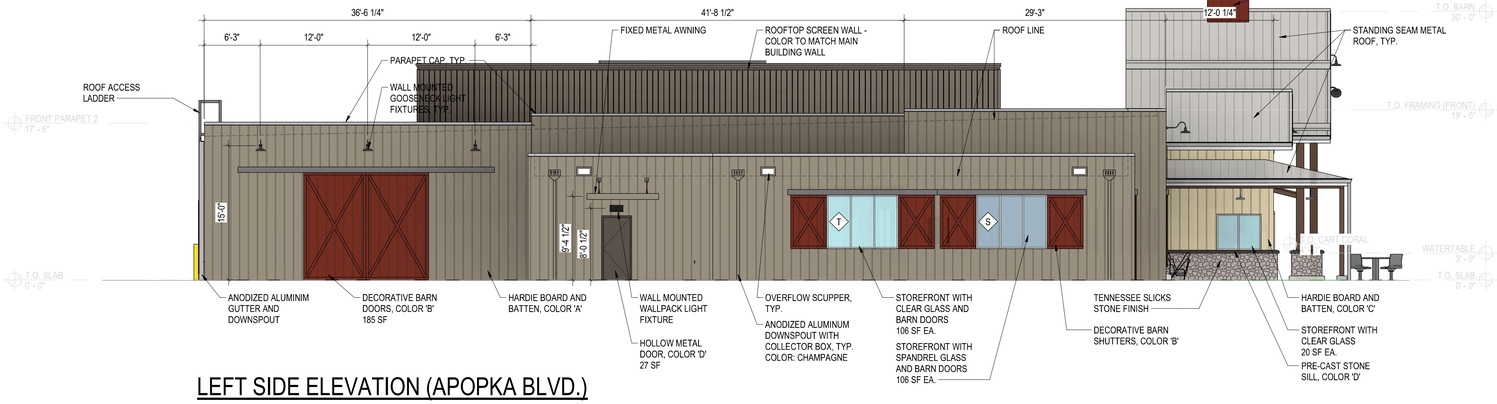
SHEET NO L-983 REV.



FRONT ELEVATION (HIAWASSEE RD.)



ENTRANCE ELEVATION - COLOR



LEFT SIDE ELEVATION (APOPKA BLVD.)

MATERIALS LEGEND

- COLOR 'A' — BENJAMIN MOORE BRIARWOOD #HC-175
- COLOR 'B' — BENJAMIN MOORE COUNTRY REDWOOD #HC-183
- COLOR 'C' — BENJAMIN MOORE SUMMER HARVEST #206
- COLOR 'D' — BENJAMIN MOORE DRAGONS BREATH #1547
- TIMBER FRAMING — READY SEAL STAIN PECAN
- TENNESSEE RIVER SLICKS — NATURAL STONE SOFTBALL TO MELON SIZED
- BERRIDGE — CEE-LOCK STANDING SEAM METAL ROOF AND MISC. SHEET METAL ZINC-COTE
- BERRIDGE — SHEET METAL CHAMPAGNE
- YKK — ALUMINUM STOREFRONT CLEAR ANODIZED

GLAZING LEGEND

- T — CLEAR, TEMPERED GLAZING
- G — CLEAR GLAZING
- S — SPANDREL GLAZING

PRIMARY FACADE GLAZING CALCULATIONS
(PER 4.2.3. - BUILDING FACADES/FENESTRATION)

FRONT ELEVATION
TOTAL AREA OF FACADE UNDER ROOF LINE **3,210 SF**

DOORS AND GLAZING	
DECORATIVE BARN DOORS	293 SF
ENTRANCE DOORS	112 SF
PICK UP WINDOWS AND STOREFRONT	61 SF
STOREFRONT WITH BARN DOORS	416 SF
STOREFRONT	134 SF
PROVIDED:	**1,016 SF (31.6%)**
REQUIRED:	**963 SF (30%)**

LEFT SIDE ELEVATION
TOTAL AREA OF FACADE UNDER ROOF LINE 2021 SF

DOORS AND GLAZING	
DECORATIVE BARN DOORS	185 SF
HOLLOW METAL DOOR	27 SF
STOREFRONT WITH BARN DOORS	212 SF
STOREFRONT	20 SF
	444 SF
	22% OF FACADE

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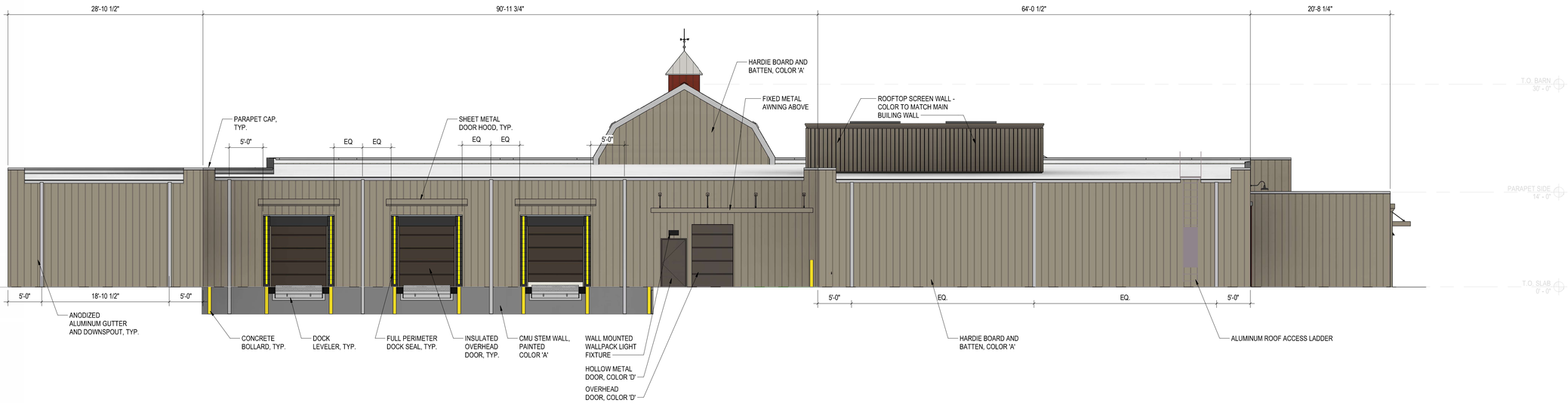
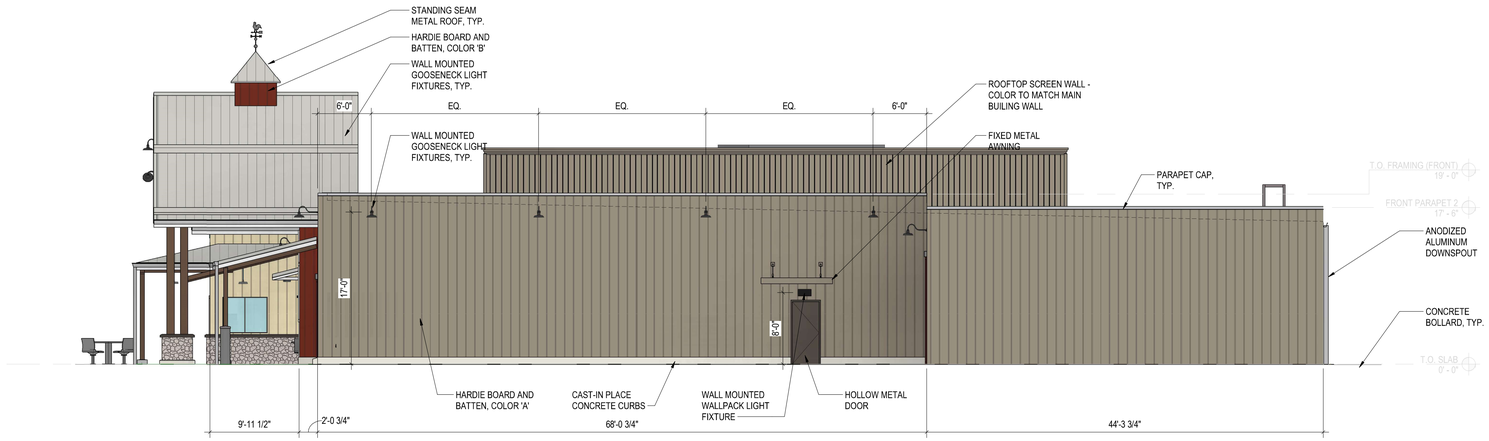


1 REAR ELEVATION

SCALE: 1/8" = 1'-0"



2 RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

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Bowman
CONSULTING

June 5th, 2025

Apopka Community Meeting Sign in Sheet

Name	Address	Time In
Margie Lopez	1833 Concord Dr. Apopka	5:50
Humberto Lopez	"	"
Peggy	1912 Olivia Cir	6:00
Natalie Hay	1910 Brittany Ln, Apopka 32703	5:55

June 12, 2025

Apopka Freshfield Farms Community Meeting Minutes

1) **Meeting Date:** June 5th, 2025.
2) **Location:** Lakeville Elementary School – 2015 Lakeville Rd, Apopka, FL 32703.
3) **Sign in sheet of attendees:** See attached "Sign in Sheet" document.
4) **Estimate of persons in attendance:** Four (4).
5) **List of Speakers:** Kyle Shasteen (Bowman), David Deloach (Freshfield Farms), Derek Wagner (Freshfield Farms)
6) **Summary of the general subject matter:**
   a) Architectural Renderings were presented on several posterboards, along with loose-leaf copies of the conceptual site plan, for the proposed Freshfield Farms specialty retail perishable food store on parcel 24-21-28-0000-00-005 in the City of Apopka. David explained the history of Freshfield Farms, and the products that are sold in their stores.
7) **Summary of Discussion:**
   a) **Community comment:** There is an existing bus stop on Apopka Blvd. that the community would like to remain.
   Response: Kyle responded that Bowman would coordinate the bus stop with Lynx during the permitting process.
   b) **Community Comment:** Concerns of critters being attracted to trash.
   Response: David responded that critters would not be an issue because ownership keeps up with their trash and facilities.
   c) **Community Comment:** General concerns of truck traffic and increased traffic on Apopka Blvd. and Armando Borjas Way.
   Response: Kyle explained that Bowman is working with the City of Apopka, and Orange County on the traffic study methodology and that project access will meet the requirements of these agencies. David explained that the site plan was designed to prevent truck traffic on Armando Borjas Way.
   d) **Community Comment:** Concern of light pollution from new development.
   Response: Kyle and David explained that the location of light poles will be positioned so light does not spill beyond the property lines.
   e) **Landscaping:** There was a general discussion about landscaping. Kyle and David explained that the site plan was designed to preserve existing trees on the property. David pointed out that landscaping and wood fencing will be around the perimeter of the project.
8) **Attachments:**
   a) Conceptual Site Plan
   b) Architectural Renderings
   c) Sign-in Sheet

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 2.
Meeting Date: February 4, 2026
Department: Public Works

SUBJECT:
Assignment of Oakview Oversizing Utility Line and Partial Construction Reimbursement Agreement between the Hanover Family Builders, LLC and the City of Apopka to Landsea Homes

ACTION ITEM INFORMATION:

REQUEST:
Approve the Assignment Agreement between Hanover Family Builders, LLC and LandSea Homes US Corporation for the Oakview Oversizing Utility Line and Partial Construction Reimbursement Agreement.

SUMMARY:
At the City Council meeting dated May 17, 2023, City Council approved the Oakview Oversizing Utility Agreement with Hanover Family Builders, LLC. Hanover Family Builders, LLC now wishes to “Assign” its rights, duties, obligations and responsibilities to LandSea Homes US Corporation. As required under the current agreement, the City must grant permission to Hanover Family Builders, LLC to make such “Assignment."

FUNDING SOURCE:
403/ Water Impact Fee Fund - $1,265,679.13
403/ Sewer Impact Fee Fund - $328,279.59

RECOMMENDED MOTION:
Authorize the Interim City Administrator to execute the “Assignment Agreement” between Hanover Family Builders, LLC and LandSea Homes US Corporation, for the Oakview Oversizing Utility Line and Partial Construction Reimbursement Agreeement.

ATTACHMENTS:
1. Oakview Oversizing Utility Line and Partial Construction Reimbursement Agreement
2. Assignment Agreement

AGREEMENT
FOR
OVERSIZING UTILITY LINE
AND PARTIAL CONSTRUCTION REIMBURSEMENT

THIS AGREEMENT is made as of the 17th day of MAY, 2023, by and between the CITY OF APOPKA, a municipal corporation (hereinafter referred to as the "City"), and HANOVER FAMILY BUILDERS, LLC, a Florida limited liability company (hereafter referred to as the "Developer").

WHEREAS, Developer owns property located within the City of Apopka and its utility service area;

WHEREAS, Developer desires to construct approximately 3,140 linear feet of 4" PVC sanitary force main within the W. Kelly Park Road right-of-way to provide sanitary service for Developer's property;

WHEREAS, the construction of this force main will provide sanitary service for certain real property owned by Developer that is more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, the City has requested the Developer construct a 12" PVC sanitary force main rather than a 4" sanitary force main, which is the minimum size required to meet the Developer's needs;

WHEREAS, while a 4" sanitary force main may meet the needs of the development, however, it has been determined by the City that a 12" sanitary force main is needed to meet the needs of the City in this area and will benefit this development and the surrounding area;

WHEREAS, the Developer has contracted with a professional engineer to prepare the design plans, contract documents, and detailed specifications for the design of the 12" sanitary force main, as well as cost estimates for the construction; and

WHEREAS, the City desires to construct a 16" DIP water main within the W. Kelly Park Road right-of-way to provide water service for properties in the area as funded in the City of Apopka FY 2022/23 Budget.

WHEREAS, the construction of this water main will provide water service for certain real property owned by Developer that is more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, to meet the schedule for the Developer's project the City has requested the Developer construct approximately 5,395 linear feet of 16" DIP water main to supply service to the Developer's project and extend line further to Round Lake Rd.;

WHEREAS, the Developer has contracted with a professional engineer to prepare the design plans, contract documents, and detailed specifications for the design of the 16" DIP water main, as well as cost estimates for the construction; and

WHEREAS, the plans have been reviewed by the City, and the City concurs with the Developer's cost estimates.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this instrument, the parties do hereby agree as follows:

1. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.

2. The Developer agrees to construct a 16" DIP water main as described above and 12" force main, as described in Exhibit B attached hereto and incorporated herein, in accordance with the requests by the City and in accordance with any other contractual obligations Developer has to the City with regard to this construction.

3. The Developer shall be responsible for all construction costs associated with a 12" PVC sanitary force main and 16" DIP water main. The City's participation shall be by reimbursement of amounts expended by the Developer under this Agreement (hereinafter referred to as the "Reimbursement") are estimated on Exhibit C attached hereto and incorporated herein.

4. The amount and manner of Reimbursement to Developer under this Agreement is set forth in Exhibit D attached hereto and incorporated herein. In no case shall Reimbursement exceed the actual construction cost, which is currently estimated to be One Million Four Hundred Seventy-Three Thousand Six Hundred Seventeen Dollars and Sixty Cents ($1,473,617.60). At such time as the Reimbursement to Developer hereunder equals the cost actually incurred by the Developer to complete the construction, this Agreement shall terminate and Developer shall not be entitled to any further reimbursements hereunder.

5. The Developer may request reimbursement by the City only following acceptance of the project. The City shall make payment to the Developer within thirty (30) days of receipt of the reimbursement request, provided the project has been accepted. Acceptance of the project by the City will not be considered until all testing is completed, as-builts submitted, and costs verified. Upon the City's approval of the same, acceptance will be documented by issuance of a Certificate of Acceptance.

6. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged

into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for any action or proceeding arising out of this Agreement shall be in Orange County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. This Agreement shall not be binding on the City until it has received approval by the City Council of the City of Apopka. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (at trial, on appeal, or in any proceeding involving bankruptcy or insolvency) in addition to any other relief obtained.

7. If the City sells or transfers one or more of its utility operations covered by this Agreement, it may assign its rights and delegate its duties hereunder to the person or entity to which the utility operations are assigned and upon such assignment and delegation in writing the City shall be relieved of further obligations hereunder, provided that the assignee of the City's utility operations assumes such obligations in writing. Unless it first receives written permission from the City which will not be unreasonably withheld, Developer may not assign its rights or delegate its duties hereunder, either outright or as collateral or security for any loan or other obligation, except as part of a transfer of ownership of the Development other than through the sale of individual lots or units in the ordinary course of business.

8. If Developer becomes delinquent in payment of any amount due the City for any reason, the City may withhold any reimbursement due Developer under this Agreement and offset it against the past due debt owed by Developer to the City, until such debt is paid in full, together with any interest or other additional charges incurred thereon, unless such amount is being lawfully contested by Developer, in which event the City may withhold payment until the legal proceedings contesting the amount claimed by the City have been resolved. Following resolution of the legal challenge, the City may offset the reimbursement due Developer against the debt determined to be owned to the City, and shall then pay any amount of reimbursement in excess of that debt to Developer. If Developer violates any provision of the City's codes and ordinances, its approved site plans or development plans, or the conditions of any permits or approvals issued to the Developer by the City, the City may withhold payment of reimbursements due Developer hereunder until all such violations have been abated fully (provided that such amounts shall continue to accrue, without interest, in accordance with the terms of this Agreement until they are paid).

9. Approval and execution of this Agreement by the City shall not be deemed to constitute approval by the City of any aspect of the Development, nor shall it be construed as permission to proceed with any portion of the Development. Developer shall still be required to obtain all necessary permits and approvals from the City and other

governmental bodies before commencement or continuation of work on the Development. This Agreement may be assigned by Developer, subject to the restrictions set forth in Section 6 above, to any subsequent owner of the Development, provided that any such subsequent owner shall expressly assume all of the obligations of the Developer hereunder.

10. Developer is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, official, or servant of the City.

11. Both the Developer and the City agree, and this Agreement explicitly provides, that no third-party beneficiary status or interest is conveyed, conferred, or inferred to any other person or entity.

12. Both the Developer and the City acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the Developer and the City acknowledge that any change, amendment, modification, or revision of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the Developer and the City.

13. This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be exclusively in the Ninth Judicial Circuit in and for Orange County, Florida.

14. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

15. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this Agreement.

CITY OF APOPKA, FLORIDA

By: _____
Bryan Nelson, Mayor

ATTEST:

_____
Susan Bone, City Clerk

Witnesses:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

DEVELOPER

HANOVER FAMILY BUILDERS, LLC
a Florida limited liability company

_____
Signature

Jeff Wochner
Print Name

Division President
Title

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPOSED DEVELOPMENT

LEGAL DESCRIPTION:

(PER REFERENCED TITLE COMMITMENT)

PARCEL 1: THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE FOLLOWING: THE NORTH 100 FEET (LESS THE EAST 18 FEET THEREOF), OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 2: THE EAST 18 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30.00 FEET FOR ROAD RIGHT OF WAY.

PARCEL 3: THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

DESCRIPTION OF PROPOSED WORK

Potable Water: Developer will design, permit, and furnish material and labor to construct approximately 5,395 linear feet of 16" DIP potable water main from the point of connection at the intersection of W. Kelly Park Rd. and Golden Gem Rd to Round Lake Rd. Construction will be within the W. Kelly Park Rd. right of way and will include restoration of disturbed soil and repair of any damaged driveway aprons. The Developer will be reimbursed for furnishing material and labor to construct the 16" DIP potable water main.

Wastewater: Developer will design, permit, and furnish material and labor to construct approximately 3,140 linear feet of 12" PVC force main from the point of connection at the intersection of W. Kelly Park Rd. and Golden Gem Rd to the entrance of the Oakview. The Developer will be reimbursed for the difference in material costs only for oversizing the force main from 4" PVC to 12" PVC.

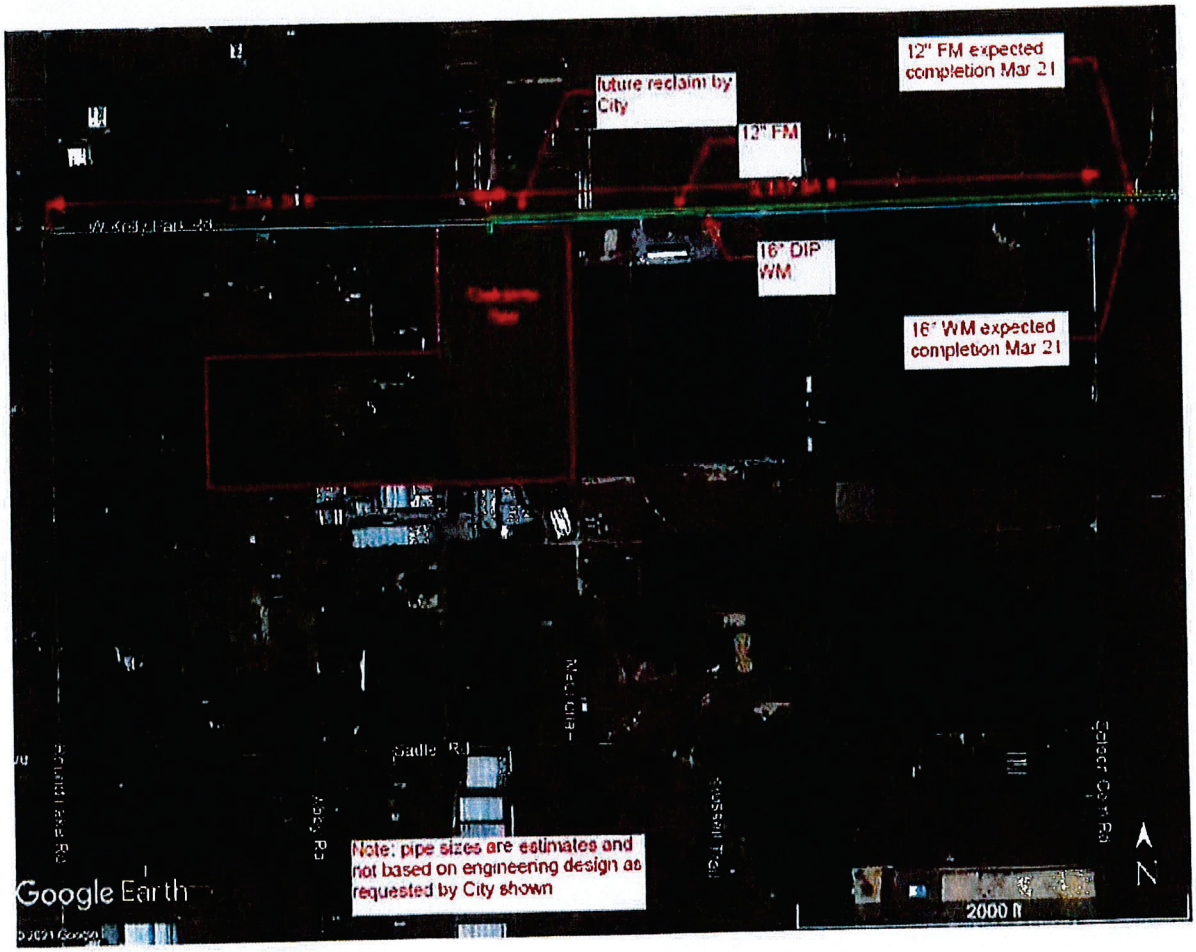


EXHIBIT "C"

Opinion of Probable Cost to Complete Infrastructure

LOCATION	TASK	AMOUNT
W. Kelly Park Rd. - Golden Gem Rd. to Oakview	UPSIZING 4" to 12" SANITARY FORCE MAIN (Material Only)	$187,027.60
W. Kelly Park Rd. - Golden Gem Rd. to Round Lake Rd.	16" DIP WATER MAIN	$1,286,590.00
	TOTAL	$1,473,617.60

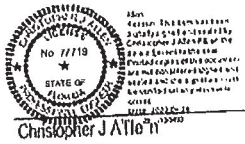
Oakview Offsite WM - FM Upsizing
WLW Construction

Oakview Off Site Utilities (Developer Required)
City of Apopka

Dewberry

DATE: 4/19/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ENGINEER'S EST. QTY	UNIT COST	AMOUNT
CONSTRUCTION					
	Force Main				
1	4" DR-18 Force Main (material only)	LF	3140	$ 6.96	$ 21,854.40
2	4" Plug Valve (material only)	EA	4	$ 910.00	$ 3,640.00
3	Fittings (material only)	LS	1	$ 11,332.00	$ 11,332.00
	Force Main Subtotal				$ 36,826.40
	Grand Total				$ 36,826.40



Christopher J Allen
Lic #: 77719
Callen@dewberry.com
321.354.9739

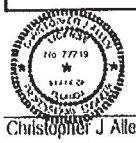
Dewberry Engineers, INC
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Certification of Authorization No. 8794

Oakview Off Site Utilities (City Requested Upgrades)
City of Apopka

Dewberry

DATE: 4/19/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ENGINEER'S EST. QTY	UNIT COST	AMOUNT
CONSTRUCTION					
	Force Main				
1	12" PVC Force Main (material only)	LF	3,140	$ 54.00	$ 169,560.00
2	12" Gate Valve (material only)	EA	4	$ 3,300.00	$ 13,200.00
3	Fittings (material only)	LS	1	$ 41,094.00	$ 41,094.00
	Force Main Subtotal				$ 223,854.00
	Grand Total				$ 223,854.00



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Dewberry Engineers, INC
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Certification of Authorization No. 8794

Oakview Off Site Utilities (City Requested Upgrades)
City of Apopka

Dewberry®

DATE: 4/19/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ENGINEER'S EST. QTY	UNIT COST	AMOUNT
CONSTRUCTION					
	Water Main				
1	Connect to Existing	EA	2	$ 5,000.00	$ 10,000.00
2	16" DIP Water Main	LF	5,395	$ 192.00	$ 1,035,840.00
3	16" Gate Valve	EA	4	$ 10,800.00	$ 43,200.00
4	Fittings	LS	1	$ 56,600.00	$ 56,600.00
5	Fire Hydrant Assembly	EA	5	$ 9,600.00	$ 48,000.00
6	Pressure Test & Chlorinate	LS	1	$ 11,350.00	$ 11,350.00
7	ROW Restoration	SY	12,000	$ 6.80	$ 81,600.00
	Water Main Subtotal				$ 1,286,590.00
	Grand Total				**$ 1,286,590.00**

Digitally signed by Christopher J Allen

CHRISTOPHER J ALLEN LICENSE No 77719 STATE OF Florida

Reason: This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Date: 2023.04.20 11:25:22-04'00'

Christopher J Allen
Llc #: 77719

Callen@Dewberry.com
321.354.9739

Dewberry Engineers, INC
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Certification of Authorization No. 8794

WLW
CONSTRUCTION, INC.
COMPLETE SITE DEVELOPMENT

Site Work
Underground Utilities
Fire Lines
Mass Excavation

April 13, 2023

RE: Oakview Offsite Utility Upsizing, 4" PVC Force Main, Material Only

Item	Description	Qty	Units	Price	Total
	OFFSITE FORCE MAIN UPSIZING				
A	4" FORCE MAIN (Material Only) - Developer Required				
10	4" DR-18 PVC Force Main	3,140	LF	$6.96	$21,854.40
20	4" Plug Valve	4	EA	$910.00	$3,640.00
30	4" Fittings	1	LS	$11,332.00	$11,332.00
	TOTAL 4" FORCE MAIN MATERIAL				**$36,826.40**

Location: 24234 S.R. 46, Sorrento
Mail: P.O. Box 377 – Mount Dora, Fl, 32756-0377
Phone: (352) 383-7305 – Fax: (352) 383-8320

WLW
CONSTRUCTION, INC.
COMPLETE SITE DEVELOPMENT

Site Work
Underground Utilities
Fire Lines
Mass Excavation

April 13, 2023

RE: Oakview Offsite Utility Upsizing, 12" PVC Force Main, Material Only

Item	Description	Qty	Units	Price	Total
	OFFSITE FORCE MAIN UPSIZING				
8	**12" FORCE MAIN (Material Only) - City of Apopka Required**				
10	12" DR-18 PVC Force Main	3,140	LF	$54.00	$169,560.00
20	12" Plug Valve	4	EA	$3,300.00	$13,200.00
30	12" Fittings	1	LS	$41,094.00	$41,094.00
	TOTAL 12" FORCE MAIN MATERIAL				$223,854.00

Location: 24234 S.R. 46, Sorrento
Mail: P.O. Box 377 – Mount Dora, Fl, 32756-0377
Phone: (352) 383-7305 – Fax: (352) 383-8320

WLW
CONSTRUCTION, INC.
COMPLETE SITE DEVELOPMENT

Site Work
Underground Utilities
Fire Lines
Mass Excavation

April 13, 2023

RE: Oakview Offsite 16" DIP Water Main

Item	Description	Qty	Units	Price	Total
	16" DIP WATER MAIN INSTALLED - City Required				
10	Connect to Existing Stub	2	EA	$5,000.00	$10,000.00
20	16" DIP Water Main	5,395	LF	$192.00	$1,035,840.00
30	16" Gate Valve	4	EA	$10,800.00	$43,200.00
40	Fire Hydrant Assembly	5	EA	$9,600.00	$48,000.00
50	Fittings	1	LS	$16,600.00	$16,600.00
60	Pressure Test & Chlorinate	1	LS	$11,350.00	$11,350.00
70	ROW Restoration	12,000	SY	$6.80	$81,600.00
	TOTAL 16" DIP WATER MAIN				**$1,286,590.00**

Location: 24234 S.R. 46, Sorrento
Mail: P.O. Box 377 – Mount Dora, Fl, 32756-0377
Phone: (352) 383-7305 – Fax: (352) 383-8320

EXHIBIT "D"

REIMBURSEMENT FORMULA

Amount Due Developer from the City for Upsizing Sanitary force main from 4" to 12":

A - B = C

Where:

A = Contractor's Actual Construction Cost
B = Impact Fee Revenues (defined below)
C = Amount Due Developer from the City

Impact Fee Revenues:

D x E = B

Where:

D = Connections benefiting from the Infrastructure (including the Development and additional connections)
E = Impact fee per connection
B = Impact Fee Revenues

Impact Fee Revenues will be remitted by the City to the Developer until C – B = 0.

The Developer shall be repaid by the City for the upsizing of the sanitary force main in an amount equal to the actual cost for the material upsizing, the estimated reimbursement being One Hundred Eight-Seven Thousand Twenty-Seven Dollars and Sixty Cents ($187,027.60). The City shall collect Impact Fee Revenues (as calculated above) generated by the construction of the Infrastructure (both within the Development and other developments utilizing the Infrastructure) and periodically the entirety of such Impact Fee Revenues shall be remitted to Developer, until such time as either Developer has received an amount equal to the actual cost incurred by Developer to construct the Infrastructure, or the term of this Agreement has expired, at which time this Agreement shall terminate and Developer shall not be entitled to any further reimbursements hereunder.

Amount Due Developer from the City for installing the 16" DIP Water main:

The Developer shall be repaid by the City for installation of the 16" DIP water main in an amount equal to the actual cost to design, permit and construct the Infrastructure, the estimated reimbursement being One Million Two Hundred Eighty-Six Thousand Five Hundred Ninety Dollars ($1,286,590.00).

City of Apopka
CITY COUNCIL STAFF REPORT

Type of Form: Consent
Meeting Date: May 17, 2023
Department: Public Services

SUBJECT:
Oversizing Utility Line and Partial Construction Reimbursement Agreement between the Hanover Family Builders, LLC and the City of Apopka.

REQUEST:
Approve the Oversizing Utility Line and Partial Construction Reimbursement Agreement between the Hanover Family Builders, LLC and the City of Apopka for construction of the Water and Sewer Utility Lines along West Kelly Park Road.

SUMMARY:
Hanover Family Builders, LLC will construct approximately 5,395 linear feet of potable water main to serve the proposed Oakview Subdivision and future development in the area for year 2025 and beyond. This agreement is to compensate the Developer for constructing the 5,395 linear feet of 16-inch DI potable water main along West Kelly Park Road, between Golden Gem Road and Round Lake Road, with reimbursement for material and labor.

Hanover Family Builders, LLC will also construct approximately 3,140 linear feet of sewer force main to serve the proposed Oakview Subdivision and future development in the area for year 2025 and beyond. This agreement is to compensate the Developer for constructing the 3,140 linear feet of 12-inch PVC sewer force main along West Kelly Park Road, between Golden Gem Road and the future Oakview Entrance, in lieu of a 4-inch PVC sewer force main, with reimbursement for the difference in the cost of material.

Article 6.04.01.D of the City of Apopka Land Development Code allows the City to pay developers the difference in the cost of material for oversizing of utilities. Hanover Family Builders, LLC will be reimbursed from the Water and Sewer Impact Fee Funds, for the respective segment of the project, as approved in the FY-2022/23 Budget Capital Improvement Plan.

FUNDING SOURCE:
403 / Water Impact Fee Fund – $1,286,590.00
403 / Sewer Impact Fee Fund – $187,027.60

RECOMMENDED MOTION:
Authorize the City Administration to execute the Oversizing Utility Line and Partial Construction Reimbursement Agreement between the Hanover Family Builders, LLC and the City of Apopka for construction of the Water and Sewer Utility Lines along West Kelly Park Road, in the amount of $1,473,617.60.

ASSIGNMENT OF PROCEEDS AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of the _____ day of _____ 2026, by and between HANOVER FAMILY BUILDERS, LLC (the "Assignor"), a Florida limited liability company with an address of 18300 Von Karman Ave., Suite 1000, Irvine, California 92612, and RISEWELL HOMES FLORIDA LLC f/k/a LANDSEA HOMES OF FLORIDA LLC (the "Assignee"), a Florida limited liability company with an address of 18300 Von Karman Ave., Suite 1000, Irvine, California 92612, with the **JOINDER and CONSENT** of the CITY OF APOPKA (the "City"), a Florida municipal corporation.

RECITALS:

A. Assignor is the owner of certain parcels of real property located within the City of Apopka, which is more particularly described in **Exhibits 1A** and **1B** attached hereto (the "Property").

B. Pursuant to that certain Agreement for Oversizing Utility Line and Partial Construction Reimbursement made on May 17, 2023, between the City and Assignor as Developer (the "Construction Agreement"), Assignor agreed to construct approximately 5,395 linear feet of 16" DIP potable water main and approximately 3,140 linear feet of 12" PVC sanitary force main within certain rights-of-way located on the Property. A true and correct copy of the Construction Agreement, including all exhibits to the Agreement, is attached hereto as **Exhibit 1** and made a part hereof.

C. Under the terms and conditions of the Construction Agreement, Assignor is entitled to reimbursement from the City of: (i) the actual costs incurred by Assignor to complete construction of the 16" DIP water main and (ii) the actual difference in costs incurred by Assignor for oversizing the sanitary force main from 4" PVC to 12" PVC (the "Reimbursement Rights").

D. Assignor is a wholly owned subsidiary of Risewell Homes Florida LLC f/k/a Landsea Homes of Florida LLC, referred to herein as Assignee.

E. Assignor desires to assign and transfer to Assignee, and Assignee desires to accept from Assignor, all Reimbursement Rights arising under the Construction Agreement.

F. Assignor and Assignee expressly intend that the assignment effected hereby is limited solely to the Reimbursement Rights, and does not include any other rights, duties, obligations, liabilities, or responsibilities of Assignor under the Construction Agreement, all of which shall remain exclusively with Assignor.

G. The City is joining in the execution of this Assignment to confirm that the Construction Agreement remains in full force and effect and to evidence its consent to assignment of the Reimbursement Rights contemplated under the Construction Agreement under the terms and conditions set forth in this Assignment.

ASSIGNMENT:

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, together with the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable consideration on this day paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties do hereby covenant and agree as follows and take the following actions:

1. Recitals. The Recitals to the Assignment are true and correct and are hereby incorporated by reference and made a part hereof.

2. Assignment. Upon the terms and subject to the conditions of this Assignment, Assignor does hereby irrevocably assign, transfer, and convey to Assignee all of Assignor's right, title, and interest in and to the Reimbursement Rights arising under the Construction Agreement, whether now existing or hereafter arising.

3. Acceptance of Rights. Assignee hereby accepts Assignor's right, title and interest in and to the Reimbursement Rights arising under the Construction Agreement. Assignee expressly acknowledges and agrees that the City's obligation to remit any amounts constituting Reimbursement Rights is subject to the payment procedures, requirements, conditions precedent, setoff rights, approval processes, and timing provisions set forth in the Construction Agreement.

4. Excluded Rights; No Assumed Obligations. For avoidance of doubt, the assignment hereunder is limited solely to the Reimbursement Rights. No other rights, interests, claims, causes of action, duties, obligations, or liabilities of Assignor under or in connection with the Construction Agreement are assigned or transferred to Assignee. Assignor shall retain, and shall be solely responsible for, all duties, obligations, and liabilities arising under the Construction Agreement, including all performance and compliance obligations.

5. Discharge by Payment. Any payment made by the City to Assignee in accordance with this Assignment and the Construction Agreement shall constitute a full and complete discharge of the City's payment obligations to Assignor to the extent of such payment.

6. Miscellaneous. This Assignment shall be: (i) binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and (ii) governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. Venue for any action arising under this Assignment shall be in the state or federal courts having jurisdiction in Orange County, Florida. The parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS ASSIGNMENT.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page and Exhibits Follow]

[SIGNATURE PAGE OF ASSIGNOR]

IN WITNESS WHEREOF, the parties have executed this Assignment of Proceeds Agreement, effective as of the date set forth above.

ASSIGNOR:

Witnesses:

HANOVER FAMILY BUILDERS, LLC

_____
Witness #1 – Signature

_____
Signature

_____
Witness #1 – Printed Name

_____
Printed Name

_____
Witness #2 – Signature

_____
Title

_____
Witness #2 – Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and sworn before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2026, by _____, who personally swore that he/she is authorized to execute this Assignment Agreement and thereby bind **Hanover Family Builders, LLC**, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

[SIGNATURE PAGE OF ASSIGNEE]

IN WITNESS WHEREOF, the parties have executed this Assignment of Proceeds Agreement, effective as of the date set forth above.

ASSIGNEE:

RISEWELL HOMES FLORIDA LLC f/k/a LANDSEA HOMES OF FLORIDA LLC

Witnesses:

_____
Witness #1 – Signature

_____
Witness #1 – Printed Name

_____
Witness #2 – Signature

_____
Witness #2 – Printed Name

_____
Signature

_____
Printed Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged and sworn before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2026, by _____, who personally swore that he/she is authorized to execute this Assignment Agreement and thereby bind **Risewell Homes Florida LLC f/k/a Landsea Homes of Florida LLC**, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

_____
NOTARY PUBLIC, State of Florida

JOINDER AND CONSENT

The **CITY OF APOPKA**, a Florida municipal corporation (the "**City**"), does hereby certify that the foregoing Assignment of Proceeds Agreement has been reviewed and approved by and consented to by the City.

CITY OF APOPKA

_____
Bryan Nelson, Mayor

ATTEST:

_____
Susan Bone, City Clerk

_____
Date

EXHIBIT 1

Agreement for Oversizing Utility Line and Partial Construction Reimbursement
between
the City of Apopka and Hanover Family Builders, LLC

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 3.
Meeting Date: February 4, 2026
Department: Finance Department

SUBJECT:
Authorize the execution of contracts with Core & Main LP, and Onsyte Performance, Inc., per the assigned terms.

ACTION ITEM INFORMATION:

REQUEST:
Authorize the execution of a contract 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:	Public Works and Finance Department (Utility Billing Division)
New Contract/ Renewal/Amendment	New Contract
Contract Type:	Advanced Metering Infrastructure System
Vendor:	Core & Main LP
Contract Description:	Utility Meter Equipment, Service, and Infrastructure.
Terms:	Term Contract
Contract Start Date:	Upon Execution of Agreement
Expiration Date:	Five (5) year term
Renewals Available:	Option to renew for one (1) additional, five (5) year period
Annual Cost	Within budgetary appropriations
Contract Source Method:	PURCHASING POLICY 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	The proposed contract with Core & Main LP is necessary to support the City of Apopka's current Sensus water meter infrastructure system and ensure seamless integration, maintenance, and upgrades. As stated above, the contract source method will be procured under a policy exemption for *Information Technology software and hardware* already owned or utilized, which removes the requirement for formal competitive procurement when additional services, upgrades, or maintenance are needed. Core & Main LP is also designated by Sensus USA Inc. as the sole authorized distributor of Sensus products in Florida. This includes Water Metrology, AMI/AMR systems, and associated equipment. Core & Main serves as the primary contact for all Sensus-related needs. Procuring Sensus products through the authorized distributor guarantees proper support, warranty coverage, and compliance with manufacturer standards, ensuring system reliability and long-term performance.
History	The City of Apopka currently maintains an active piggyback contract for the Advanced Metering Infrastructure (AMI) System with Core & Main, authorized by City Council on February 7, 2024. This contract is set to expire in 2028, with an option to renew for an additional five (5) years through 2033. However, the existing piggyback agreement does not fully define pricing or scope for all water meter infrastructure requirements. The proposed contract, in conjunction with the current piggyback agreement, will ensure continuity of operations and provide comprehensive coverage for seamless integration, ongoing maintenance, and future system upgrades. FY2025 - $2,615,781.81 FY2024 - $1,987,383.41 FY2023 - $1,143,245.48

Department:	Utility Operations
New Contract/ Renewal/Amendment:	Amendment #3
Contract Type:	Master Services Agreement
Vendor:	Onsyte Performance, Inc.
Contract Description:	Addition of Performance Phosphorous Removal Demonstration
Terms:	Continuing Contract until terminated
Annual Cost:	$75,000 for State of Florida Department of Environmental Protection Standard Grant Award & within Budgetary Appropriations
Contract Source Method:	Amendment #3 to Current Active Master Services Agreement
Contract Summary:	The Florida Department of Environmental Protection (DEP) has awarded the City of Apopka grant funding under Agreement No. INV58 for the Performance Phosphorus Removal Demonstration (“Grant Agreement”), which is attached hereto. This project will evaluate the phosphorus removal capabilities of an existing OnSyte Distributed Wastewater Treatment Unit (DWTU) operating with a Sequencing Batch Reactor (SBR) process. The current SBR operates in an oxic–anoxic cycle for nitrogen and BOD removal. To enable phosphorus removal, the operating cycle will be modified to introduce a dedicated anaerobic phase after the initial fill and before the aerobic phase. The modified cycle is designed to promote the activity of polyphosphate-accumulating organisms (PAOs), which are essential for biological phosphorus removal. In the anaerobic phase, phosphorus will be released from PAOs as they take up volatile fatty acids (VFAs). In the subsequent aerobic phase, the PAOs will uptake phosphorus in excess of their metabolic needs, storing it as intracellular polyphosphate granules.
History:	This effort builds on OnSyte Performance, Inc.'s existing proprietary decentralized wastewater treatment units (DWTUs), which currently provide secondary treatment, nitrification, and substantial nitrogen reduction. The purpose of this demonstration is to integrate and evaluate phosphorus removal enhancements within existing DWTUs, thereby reducing nutrient pollution from residential wastewater discharges to impaired Florida waters.

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 Core & Main LP, and Onsyte Performance, Inc., per the assigned terms.

ATTACHMENTS:

1. INV58 Grant Agreement_Executed

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Performance Phosphorous Removal Demonstration

Agreement Number: INV58

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Apopka

Entity Type: local government

Grantee Address: 120 East Main Street, Apopka, FL 32703

FEID: 59-6000265

(Grantee)

3. Agreement Begin Date: Upon Execution

Date of Expiration: 08/01/2027

4. Project Number: INV58 *(If different from Agreement Number)*

Project Location(s): Apopka, FL

Project Description: This study will evaluate the phosphorus removal performance of a modified sequencing batch reactor process within an existing Distributed Wastewater Treatment Unit. This will include assessing the effectiveness of adding an anaerobic phase to promote polyphosphate accumulating organisms and measuring resulting phosphorus reductions in the treated effluent.

5. Total Amount of Funding: $75,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	FY 24-25 GAA Line Item #1714	$ 75000.00
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$

Total Amount of Funding + Grantee Match, if any: $ 75000

6. Department's Grant Manager

Name: Nicholas Daigle or successor

Address: 3900 Commonwealth Blvd., MS 24, Tallahassee, FL 32399-3000

Phone: 850-245-3150

Email: nicholas.daigle@floridadep.gov

Grantee's Grant Manager

Name: Blanche Sherman or successor

Address: 150 East 5th St., Apopka, FL 32703

Phone: 407-703-1709

Email: bsherman@apopka.net

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■	Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■	Attachment 2: Special Terms and Conditions
■	Attachment 3: Grant Work Plan
■	Attachment 4: Public Records Requirements
■	Attachment 5: Special Audit Requirements
■	Attachment 6: Program-Specific Requirements
☐	Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐	Attachment 8: Federal Regulations and Terms (Federal)
☐	Additional Attachments (if necessary):
■	Exhibit A: Progress Report Form
☐	Exhibit B: Property Reporting Form
■	Exhibit C: Payment Request Summary Form
■	Exhibit D: Quality Assurance Requirements
☐	Exhibit E: Advance Payment Terms and Interest Earned Memo
■	Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Bryan Nelson Mayor of Apopka — **GRANTEE**

Grantee Name

By Bryan Nelson — 8-21-25

(Authorized Signature) — Date Signed

Bryan Nelson Mayor of Apopka

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By Edward C. Smith — Digitally signed by Edward C. Smith Date: 2025.08.22 09:06:36 -04'00' — 08/22/2025

Secretary or Designee — Date Signed

Edward C. Smith, Director - Office of Water Policy and Ecosystems Restoration

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. INV58

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Performance Phosphorous Removal Demonstration. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins upon execution and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: INV58

ATTACHMENT 3

PROJECT TITLE: Performance Phosphorous Removal Demonstration

PROJECT LOCATION: The Project will be located at one of the existing Distributed Wastewater Treatment Unit (DWTU) installations in the Wekiva Glen neighborhood, which is located within the City of Apopka, in Orange County, Florida.

PROJECT BACKGROUND: Wastewater management is a critical issue, as excess nutrients from wastewater can lead to eutrophication and the formation of harmful algal blooms (HABs). This issue is particularly pressing for many communities in Florida, given their proximity to sensitive ecosystems such as the coral reefs in the Florida Keys, the estuaries of the Indian River Lagoon and Caloosahatchee River, and the freshwater springs across central Florida. These ecosystems are home to threatened and endangered species, making it essential to improve and maintain water quality through enhanced wastewater management. Additionally, reducing wastewater pollutants in groundwater is vital for human health, as contaminated effluent can compromise drinking water wells and adjacent surface waters. While much work has been done in addressing nitrogen pollution from septic tanks, more work is needed to develop a viable, scalable solution to address phosphorus pollution.

The use of Distributed Wastewater Treatment technology in the City of Apopka has proven to be beneficial in the removal of nitrogen from groundwater and a cost-effective solution to replace septic tanks in the vicinity of Wekiwa Springs the City established a DWT-based program to eliminate septic tanks near Wekiwa Springs. The City has an existing Florida DEP Wastewater Facility permit and contractors in place, and the program is already removing septic tanks. The first phase of the program is projected to remove 100 septic tanks by the end of 2025.

Currently, there are few well-developed septic tank technologies that have been proven to remove phosphorus, or testing standards to evaluate the phosphorus-removal performance of septic tank technology. This Project is to evaluate a DWT technology enhancement to remove phosphorus. In the DWT study commissioned by Florida DEP in 2021, concluded that, "The performance of the DWT [unit] could still be further studied or improved by additional treatment options (e.g., polishing filters) to remove TP [total phosphorus]." The manufacturer and operator of the DWT technology being used in the City have had some initial success in prototyping a phosphorus removal technology to enhance the overall nutrient removal of its treatment system. The City desires to subcontract to conduct one phosphorus removal demonstration location, fund the collection and testing of data, and to engage with the scientific community to study and analyze the results.

The DWTU used by the City of Apopka is an activated-sludge sequencing batch reactor (SBR) that isolates and treats a "batch" of wastewater in a series of automated stops, including aeration, mixing and clarification, in the presence of activated sludge and denitrifying bacteria. A process flow diagram for a DWTU is found in *Figure* 1.

PROJECT DESCRIPTION: This project will evaluate the phosphorus removal capabilities of an existing DWTU operating with a SBR. The current SBR operates in an oxic–anoxic cycle for nitrogen and Biological Oxygen Demand (BOD) removal. To enable phosphorus removal, the operating cycle will be modified to introduce a dedicated anaerobic phase after the initial fill and before the aerobic phase.

The modified cycle is designed to promote the activity of Polyphosphate-Accumulating Organisms (PAOs), which are essential for biological phosphorus removal. In the anaerobic phase, phosphorus will be released from PAOs as they take up Volatile Fatty Acids (VFAs). In the subsequent aerobic phase, the PAOs will uptake phosphorus, in excess of their metabolic needs, storing it as intracellular polyphosphate granules.

Execution of the project will involve:

- Adjusting cycle times, dissolved oxygen levels, and sludge retention time.
- Installing additional sensors and instrumentation to monitor operational conditions and performance.
- Collecting and analyzing influent and effluent samples to measure phosphorus concentrations, sludge volume index, and microbial populations.
- Evaluating the effect of varying influent characteristics, such as carbon availability and loading rates, on phosphorus removal efficiency.

Data from these activities will be used to assess and optimize the DWTU's phosphorus removal performance while continuing to achieve nitrogen and BOD removal. The results will demonstrate the feasibility of integrating enhanced phosphorus removal into the existing treatment technology, providing a proof of concept for comprehensive nutrient removal using the same treatment plant infrastructure.

TASKS and DELIVERABLES:

Task #1: Quality Assurance Project Plan
Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

The following lists the expected deliverables that are associated with the quality assurance requirements of this Grant:

a. An initial planning review of the technical audit as specified in Section 5.b.i. of Exhibit D shall be completed by the Grantee after the second completed sampling and analysis event, but no later than the fourth. The Grantee shall submit a report of this initial planning review audit within one month of the review, and that report shall include a statement of usability as described in Section 5.b.iii. of Exhibit D.
b. Ongoing planning review technical audits shall be conducted annually thereafter for the remainder of the Grant, if applicable to the duration of the Grant, as described in Section 5.b. ii. of Exhibit D. The Grantee shall submit a report of each annual planning review audit with a statement of usability (Section 5.b.iii), within one month of the review.
c. The Grantee shall submit the Grant Quality Assurance Plan (QA Plan) as described in Section 6 of Exhibit D to the DEP Grant Manager no later than 45 days prior to the commencement of field and laboratory activities. Failure to submit the QA Plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP Grant Manager.
    (i) The Grantee may submit a version of the QA Plan to the Department for approval no more than three times. If the Grantee fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

(ii) Within 45 days of receipt of the QA Plan by the Department, the Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved. If further revisions are needed, the Grantee shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA Plan within 30 days of receipt of any revisions.

(iii) If the review of the QA Plan by the Department is delayed beyond sixty (60) days after the QA Plan is received by the Department, through no fault of the Grantee, the Grantee shall have the option, after the QA Plan is approved, of requesting an extension in the term of the Grant for a time not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Grant. The Department shall then determine whether the request for an extension is allowed.

(iv) If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, or changes in key personnel occur, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review in writing. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager. If the Grantee fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

Deliverable #1a: The Grantee will submit the first Draft QAPP electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable #1b: The Grantee will submit the second Draft QAPP electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable #1c: The Grantee will submit a Final Draft QAPP electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final Draft QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #2: Instrument Purchase and Installation
Task Description: The Grantee will purchase, install, and set up the required monitoring sensors, controllers, and laboratory equipment. These may include, but are not limited to, oxidation-reduction potential sensors, differential oxidation-reduction potential sensors, a spectrophotometer, a digital reactor block, and a sensor controller. Equipment costing $5,000 or greater is not authorized under this grant agreement.

Deliverables: Purchase of the equipment as evidenced by: Purchase order(s); vendor invoice(s) for delivery, installation and start up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #3: Pilot Study/Monitoring
Task Description: The Grantee will conduct a pilot study in accordance with the Department-approved QAPP for this project. The pilot study will evaluate the phosphorus removal performance of the modified SBR process within an existing DWTU. This will include assessing the effectiveness of adding an anaerobic phase to promote PAOs and measuring resulting phosphorus reductions in the treated effluent. Operational parameters of the SBR, such as cycle times, dissolved oxygen levels, and sludge retention time will be monitored. Other key performance indicators will include sludge volume index and the presence of specific microbial populations responsible for phosphorus uptake. The study will also monitor the impact of varying influent characteristics, such as carbon source availability and loading rates, on the system's efficiency. Data will be collected and analyzed to fine-tune the cycle modifications, aiming to establish if an efficient SBR process for comprehensive nutrient removal has been achieved.

Deliverable #3: The Grantee will submit 1) a summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory reports, raw data in Excel format, and sampling logs (must also have field and weather data) to the Department's Grant Manager; and 2) A description of the analyses to be performed using data generated from Task 3. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task #4: Final Report and Presentation
Task Description: The Grantee will prepare a Final Report compliant with the Department's template summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include a minimum:

- Executive summary providing a concise overview of the project scope, objectives, key findings, and implications for the target community or stakeholders.
- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.
- Analyses performed using data generated from Task 3.
- A Techno-Economic Analysis (TEA) to evaluate the economic performance of the technology.

The Grantee is required to provide the Department with a presentation on the results of their project. The Grantee has the option to provide a virtual presentation (Microsoft Teams) or an in-person presentation of their Final Report. The Grantee will notify the Department's Grant Manager of their decision prior to their submission of the Final Report Presentation. The presentation will be no more than 50 minutes in duration with an additional 10 minutes allotted for questions and answers.

Deliverable #4a: Draft Final Report
The Grantee will submit an electronic copy of the Draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the Draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted Draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable #4b: Final Report
The Grantee will submit an electronic copy of the Final Report, with all suggested changes incorporated in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with payment request submittal for this task.

Deliverable #4c: Final Presentation
The Grantee will submit 1) an electronic copy of the Final Report Presentation no later than five business days prior to presentation day. Upon request, the Grantee will provide a paper copy of the Final Report Presentation and 2) photo documentation of the work performed appropriate for inclusion on the Innovative Technologies Story Map web page to showcase the project.

Performance Standard: Upon completion of the presentation of the project and written approval by the Department's Grant Manager of the Project Presentation, the Grantee may proceed with payment request submittal for this task.

Payment Request Schedule: The Grantee may submit the final payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	QAPP	Upon Execution	02/15/2026	
1a	First Draft QAPP			09/30/2025
1b	Second Draft QAPP			11/30/2025
1c	Final QAPP			01/15/2026
2	Instrument Purchase and Installation	Upon Execution	04/30/2026	03/31/2026
3	Pilot Study/Monitoring	Upon Approval of QAPP	11/01/2026	10/01/2026
4	Final Report	11/01/2026	06/01/2027	
4a	Draft Final Report			01/04/2027
4b	Final Report			03/01/2027
4c	Final Presentation			04/01/2027

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BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	$6,600
	Total for Task:	**$6,600**
2	Contractual Services	$24,855
	Total for Task:	**$24,855**
3	Contractual Services	$20,470
	Miscellaneous/Other Expenses/Supplies	$16,875
	Total for Task:	**$37,345**
4	Contractual Services	$6,200
	Total for Task:	**$6,200**
	Total for all Tasks:	**$75,000**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services	$58,125
Miscellaneous/Other Expenses/Supplies	$16,875
Total:	**$75,000**

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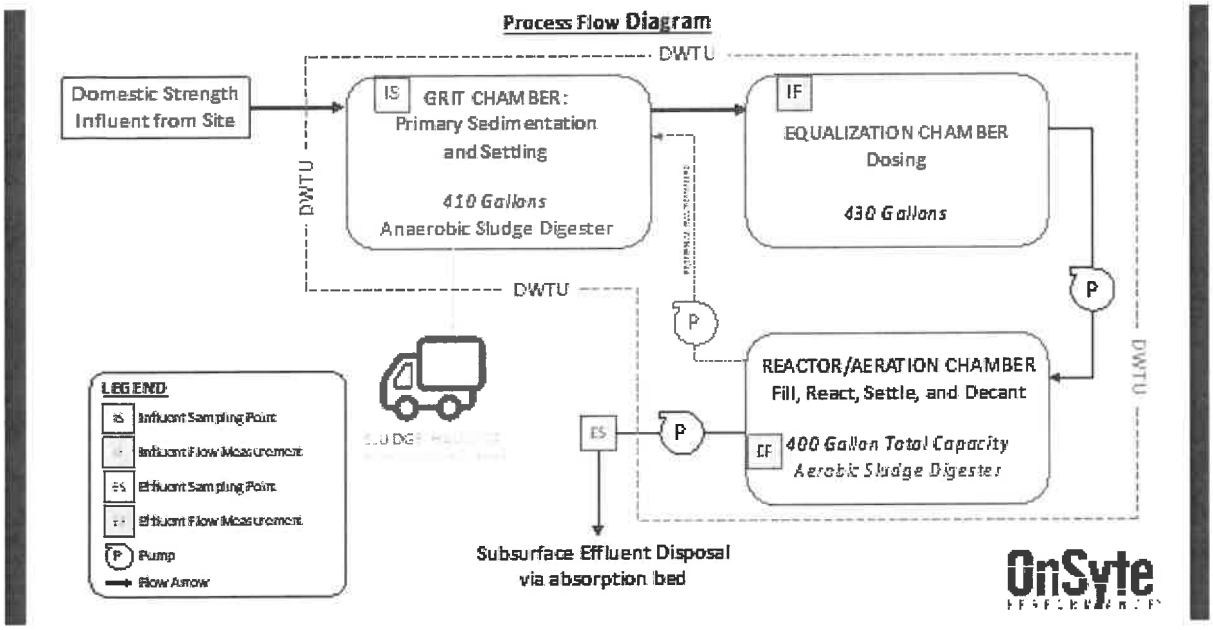


Figure 1. Process Flow Diagram of an OnSyte Distributed Wastewater Treatment Unit.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
INV58	Department of Environmental Protection	2024-2025	37.103	Innovative Technologies	$75,000.00	140895
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$75,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR INNOVATIVE TECHNOLOGIES GRANT PROGRAM

ATTACHMENT 6

1. Definitions: None.

2. The Grantee acknowledges receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Furthermore, the Grantee agrees to ensure all necessary permits are obtained prior to implementation of any Agreement activity that may fall under the applicable federal, state or local laws.

3. The Grantee acknowledges purchases made by the Grantee before the Standard Grant Agreement is executed are not guaranteed cost reimbursement by the Department.

4. The Grantee acknowledges the Department will not reimburse expenses associated with the costs for applying for and obtaining patents, the publishing of research or scientific papers, the preparation or printing of posters or other media, and/or the presentation of the research or project at professional or scientific forums.

5. The Grantee will administer a Microsoft PowerPoint presentation of project scope, summaries of activities and monitoring completed and not completed, key findings, lessons learned, and implications as a deliverable within the Final Report/Presentation Task. The Grantee can elect to administer the presentation virtually or in person. The Grantee can request reimbursement for up to a maximum of $1,000 to cover final presentation travel costs for in-person, administered presentations. The Grantee must comply with the applicable Florida Statute 112.061 provisions, including proper documentation, to receive travel reimbursement. In-person presentations will be administered at the Marjorie Stoneman Douglas Building at 3900 Commonwealth Avenue, Tallahassee, FL. Department approval is required for in-person administration at other locations. The Grantee will provide read-ahead copies of their slides at least five business days before the presentation date. Presentations will be of sufficient duration to present the elements described above and allocate 10 minutes for questions and answers. Presentation periods lasting a total of an hour in length are preferred. Reimbursements for presentation preparation and administration expenses will be claimed when submitting the Final Report/Presentation invoice. The presentation requirement only applies to grants executed after November 21, 2024.

6. Grantee's subcontractors will be selected in compliance with state law through a competitive process or sole source.

7. The Grantee is fully responsible for satisfying the terms and conditions of this Agreement and cannot delegate any of those responsibilities to any subcontractors or authorize subcontractors to directly communicate or liaise with the Department without their inclusion and participation in said communications.

8. The Grantee acknowledges the Department requires samples to be processed by National Environmental Laboratory Accreditation Conference (NELAC) certified laboratories for data

verification and acceptance purposes and has factored the expenses associated with the utilization of such laboratories within their Budget-Cost Analysis Form and Grant Work Plan.

9. The Grantee acknowledges the Department's contractual boilerplate language for grant work plans, quality assurance project plans (QAPP), deliverable templates and other contractual documentation is not subject to applicant-initiated changes or modifications.

10. After entering into this Agreement, the Grantee acknowledges the requirement to submit a scientifically rigorous QAPP compliant with the Department's template for those grants involving the collection and analyses of samples. The Grantee will have up to three opportunities to submit a QAPP acceptable to the Department and must conform to this plan unless a Department-approved revision is made for the duration of the agreement.

11. The Grantee acknowledges the grant will be for cost reimbursement; advance payment is not authorized.

12. Equipment, software and software license purchase requests for the project will be reviewed and approved at the Department's discretion on a limited case-by-case basis. The rental and lease of equipment is acceptable.

13. The Grantee acknowledges the Final Report will be formatted to satisfy Section 508 of the Rehabilitation Act of 1973 Federal Law requirements to make the report's information accessible to people with disabilities and facilitate posting the report's link onto the Department's public website. This requirement only applies to grants executed after November 21, 2024.

14. The Grantee acknowledges the formulas and format contained within the Department's Budget Cost Analysis form is not subject to applicant-initiated changes or modifications without obtaining written approval from the Department.

15. The Grantee acknowledges the maximum indirect rate applied to the grant cannot exceed 15% of the total grant award. This limitation only applies to grants executed after November 21, 2024.

16. The Grantee acknowledges the Fringe benefits expenses must be shown separately on the Department's Budget Cost Analysis form and cannot be incorporated within the Salary/Hourly expenses.

17. The Grantee acknowledges Fringe benefits, which include tuition payments, may not be incorporated within the calculation for indirect costs. Salary and all other approved allowable categories as shown in the Budget Cost Analysis may be included in the calculation. This requirement only applies to grants executed after November 21, 2024.

18. The Grantee acknowledges Salary expenditures will be calculated as hourly rates and will provide verifiable supporting documentation via timesheets or other approved documentation as determined by the Department when invoicing for salary expenditures.

19. The Grantee acknowledges innovative technologies grant work plans will have a public education/outreach task which must be planned and budget allocated. This requirement only applies to grants awarded after July 1, 2025.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**INV58**		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. INV58 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___INV58___ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Contractual/Subaward (Subcontractors/Subrecipients)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$N/A**	**$ N/A**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit D

Department of Environmental Protection
Quality Assurance Requirements for Grants
Standard Field & Lab Services

1. **GENERAL REQUIREMENTS AND DEFINITIONS**
   a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
   b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
   c. "Grantee" shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
   d. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this Grant.
2. **REQUIREMENTS FOR LABORATORIES**
   a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in Rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
   b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
   c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon Grant execution.
   d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
   e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.

f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection 62-160.330(3), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.

h. Additional laboratory quality control expectations:
   (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
   (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
   (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
   (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.

3. **FIELD ACTIVITIES**

a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).

b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).

(i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.

(ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.

b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.

c. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.

d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.

e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.

f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.

g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.

h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.

i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).

j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.

k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:

- Laboratory sample identification (ID) and associated Field ID
- Analytical/test method
- Parameter/analyte name

- Analytical result (including dilution factor)
- Result unit
- Applicable DEP Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
- Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
- Date and time of sample preparation (if applicable)
- Date and time of sample analysis
- Results of laboratory verification of field preservation of received samples
- Sample matrix
- DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
- MDL, Limit of Detection (LOD) or other defined limit of detection
- PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
- Field and laboratory QC blank results:
    - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
    - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
- Results for field duplicates (or replicates)
- Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
    - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
    - Results of surrogate spike analyses
    - Results of laboratory control samples (LCS)
    - Results of calibration verifications
    - Acceptance criteria used to evaluate each reported quality control measure

l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.

m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:
    - Site name and location information
    - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
    - Date and time of sample collection
    - Sample collection depth, if applicable
    - Sample collection method identified by the DEP SOP number, where applicable
    - If performed, indicate samples that were filtered
    - Field test measurement results:
        - DEP SOP number (FT-series), where applicable
        - Parameter name
        - Result
        - Result unit
        - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.

- Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).

n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

a. TECHNICAL AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.

b. PLANNING REVIEW TECHNICAL AUDITS –

(i) Initial: The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.

(iii) Statements of Usability: Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.

(iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.

c. QUALITY SYSTEMS AUDITS – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP

SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**
   a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
   b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
   c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).
   d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
      - Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
      - Using only the protocols approved in the QA Plan; and
      - Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

City of Apopka
CITY COUNCIL STAFF REPORT

Section: BUSINESS (Action Item)
Item #: 4.
Meeting Date: February 4, 2026
Department: Finance Department

SUBJECT:
City Investment Portfolio Update and Proposed Policy Changes to Incorporate Cemetery

ACTION ITEM INFORMATION:

REQUEST:
Acceptance of Portfolio Update and authorization to proceed with the Investment Policy Revisions to incorporate the Cemetery Funds

SUMMARY:
On December 6, 2023, City Council adopted Resolution No. 2023-40 Amending and Restating the City of Apopka's Investment Policy to comply with Section 218.415, Florida Statutes. The purpose of the Investment Policy is to set forth the investment objectives and parameters for the management of public funds of the City of Apopka, Florida. This Investment Policy is designed to ensure the prudent management of public funds, the availability of operating funds when needed, and an investment return competitive with comparable funds and financial market indices.

On February 4, 2026, Mr. Glenn Scott with Morgan Stanley will be presenting an update on the City's Investment Portfolio. In addition, Mr. Scott will discuss the proposed language to be incorporated into the City's Investment Policy to address the investment of the City's Cemetery Funds. The following policy change is being suggested by Morgan Stanley:

XIX Cemetery Funds

Cemetery Funds gifted to the City are intended for long-term capital appreciation with some downside limits. Therefore, up to 50% of these funds may be uniquely invested under a special power FRS 218.415 (16) (h) in a low-fee equity mutual fund. The remainder may be invested in any securities authorized in this Policy in Section XV.

Upon City Council approval of the proposed language and City Attorney concurrence, the Finance Director will proceed with the revisions to the City's Investment Policy and bring a new resolution back to Council for formal adoption of the revised Investment Policy.

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Acceptance of Portfolio Update and authorization to proceed with the Investment Policy Revisions to incorporate the Cemetery Funds

ATTACHMENTS:

1. Morgan Stanley Fourth Quarter 2025 Investment Review

Morgan Stanley

February 4, 2026

City of Apopka

Fourth Quarter 2025

Portfolio, Markets and Economy Review

Glenn Scott, Financial Advisor, Senior Portfolio Management Director

Trisha Mingo, Financial Advisor

Zephyr Group at Morgan Stanley

3033 East First Avenue, Suite 820

Denver, CO 80206

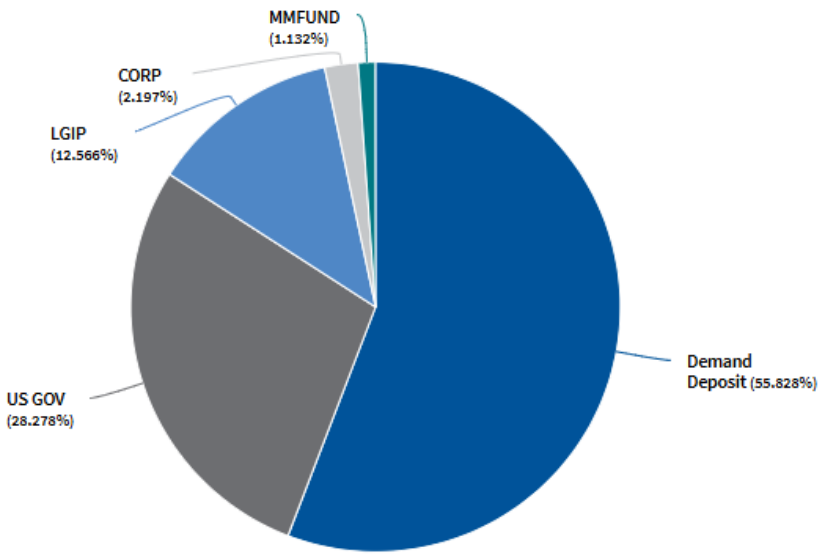
303-316-5133

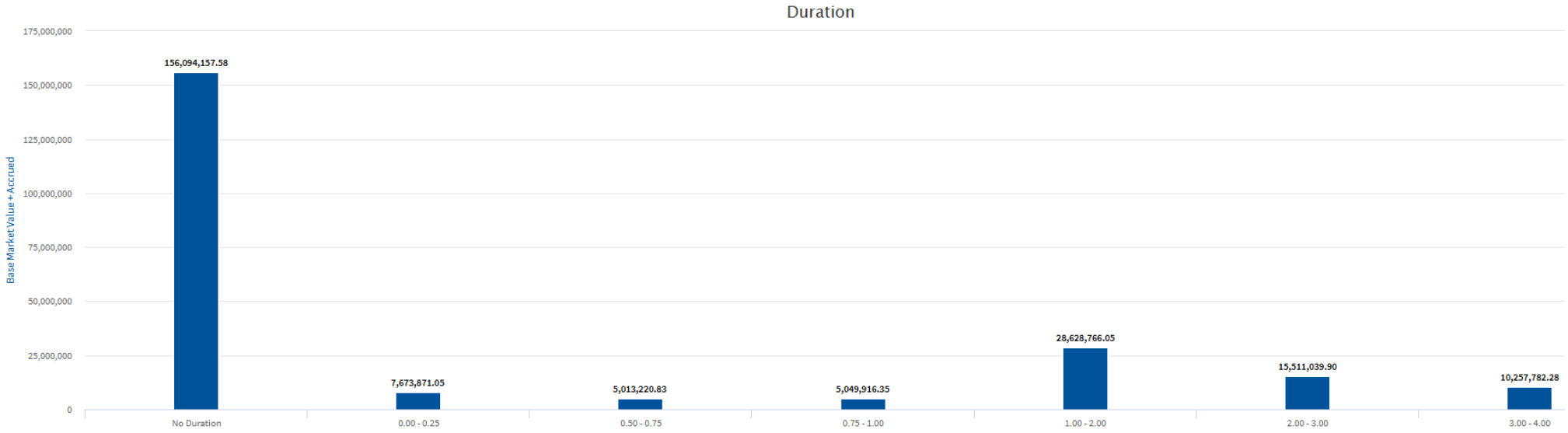
Portfolio Characteristics (12/31/25)

Cash and Fixed Income Summary

Risk Metric	Value
Cash	127,414,932.39
MMFund	31,262,069.61
Fixed Income	69,551,752.03
Duration	1.724
Convexity	0.050
WAL	0.584
Years to Final Maturity	0.584
Years to Effective Maturity	0.584
Yield	3.674
Book Yield	3.859

Security Type





Source: Clearwater Analytics

Portfolio Holdings (12/31/25)

Identifier	Description	Security Type	Settle Date	Final Maturity ▲	Book Yield	Market Price	Base Market Value + Accrued	Base Accrued Balance	Net Unrealized Gain/Loss
60934N104	FEDERATED HRMS GV O INST	MMFUND	---	12/31/2025	3.620	1.0000	2,582,844.42	0.00	0.00
FLORIDAPRIME	Florida Prime (SBA)	LGIP	---	12/31/2025	3.990	1.0000	28,679,225.19	0.00	0.00
SEACOAST	SeacoastBank Money Market Public Fund	Demand Deposit	---	12/31/2025	2.960	1.0000	18,380,617.93	0.00	0.00
SYNOVUS	Synovus	Demand Deposit	---	12/31/2025	3.790	1.0000	109,034,314.46	0.00	0.00
91282CJV4	UNITED STATES TREASURY	US GOV	03/05/2024	01/31/2026	4.644	100.0420	5,091,026.63	88,926.63	3,669.78
037833BZ2	APPLE INC	CORP	03/11/2024	08/04/2026	4.708	99.2640	5,013,220.83	50,020.83	28,309.75
91282CJP7	UNITED STATES TREASURY	US GOV	10/17/2024	12/15/2026	3.907	100.7940	5,049,916.35	10,216.35	18,003.70
91282CMH1	UNITED STATES TREASURY	US GOV	02/21/2025	01/31/2027	4.264	100.6350	5,118,061.14	86,311.14	38,991.30
91282CKE0	UNITED STATES TREASURY	US GOV	10/10/2024	03/15/2027	3.943	100.8640	5,106,597.79	63,397.79	25,359.26
91282CKV2	UNITED STATES TREASURY	US GOV	10/11/2024	06/15/2027	3.917	101.6120	5,091,400.14	10,800.14	31,093.65
91282CFM8	UNITED STATES TREASURY	US GOV	10/18/2024	09/30/2027	3.888	101.0800	3,064,017.45	31,617.45	20,537.29
91282CFU0	UNITED STATES TREASURY	US GOV	10/10/2024	10/31/2027	3.924	101.1190	5,091,274.59	35,324.59	38,434.57
91282CMN8	UNITED STATES TREASURY	US GOV	02/19/2025	02/15/2028	4.312	101.5430	5,157,414.95	80,264.95	83,343.31
91282CHQ7	UNITED STATES TREASURY	US GOV	02/07/2025	07/31/2028	4.241	101.5040	5,161,511.14	86,311.14	89,184.09
91282CJA0	UNITED STATES TREASURY	US GOV	02/28/2025	09/30/2028	4.098	102.8420	5,201,183.10	59,083.10	74,346.66
91282CJW2	UNITED STATES TREASURY	US GOV	02/20/2025	01/31/2029	4.342	101.2930	5,148,345.65	83,695.65	113,492.32
91282CKT7	UNITED STATES TREASURY	US GOV	02/27/2025	05/31/2029	4.083	102.8930	5,164,430.22	19,780.22	78,831.03
91282CFL0	UNITED STATES TREASURY	US GOV	07/31/2025	09/30/2029	3.903	100.8770	5,093,352.06	49,502.06	48,613.84
---	---	---	---	08/01/2026	3.859	31.5290	228,228,754.03	755,252.03	692,210.54

* Weighted by: Base Market Value + Accrued, except Book Yield by Base Book Value + Accrued. * Holdings Displayed by: Position.

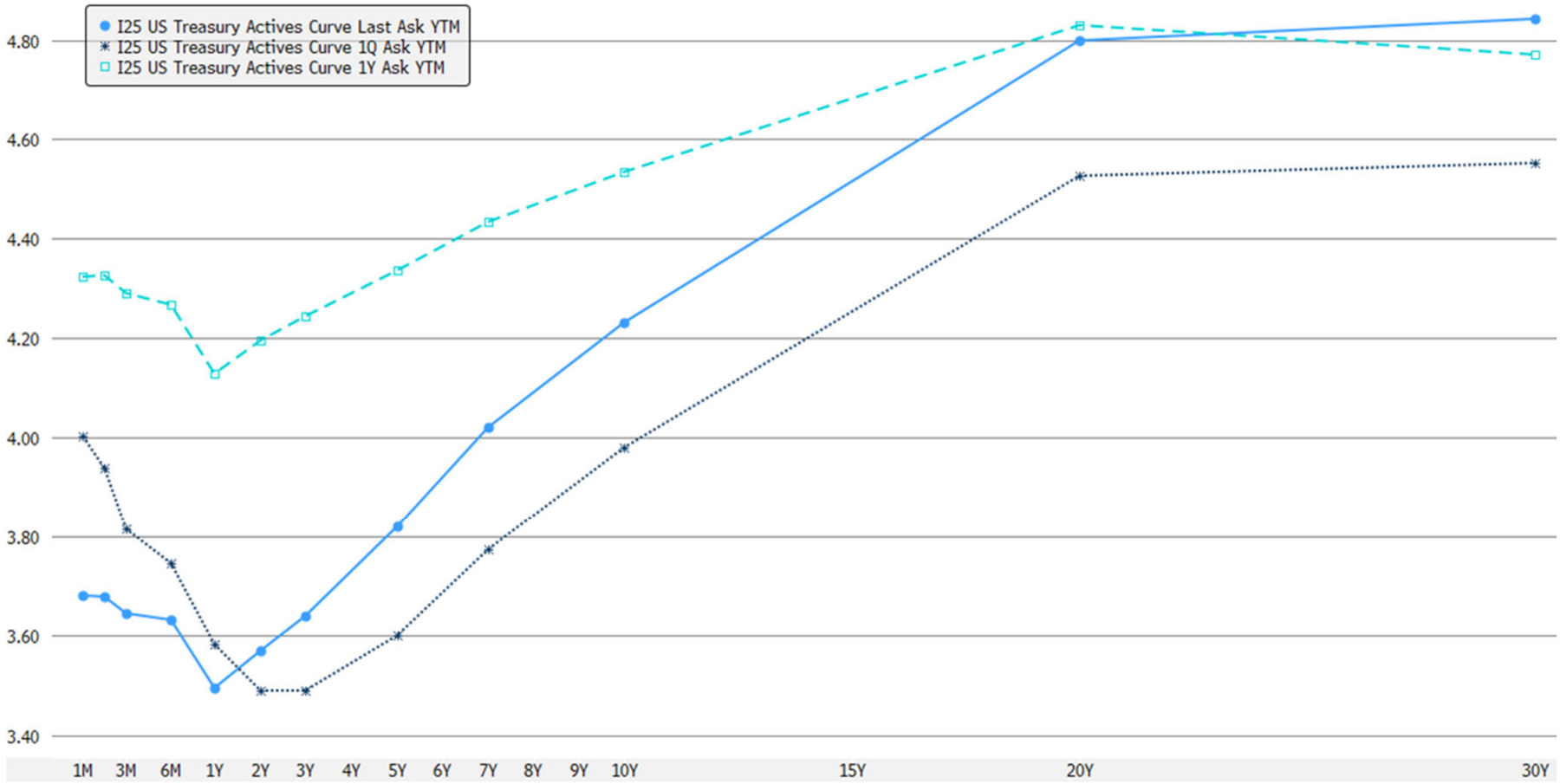
*Florida Prime (SBA) – 12/31/25 Month End Yield
(Source: Account Statement)

*Seacoast Bank Money Market Public Fund – Average simple interest
(Source: Account Statement)

*Synovus – Average simple interest
(Source: Account Statement)

Source: Clearwater Analytics

Historical U.S. Treasury Yield Curve (1/27/26)



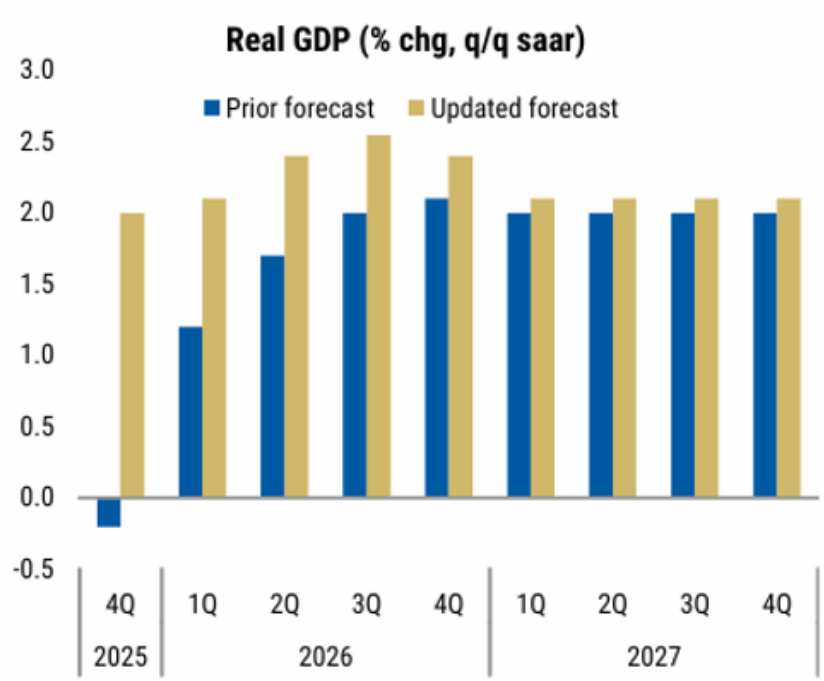
Source: Bloomberg

US Economic Baseline and Alternative Outlooks

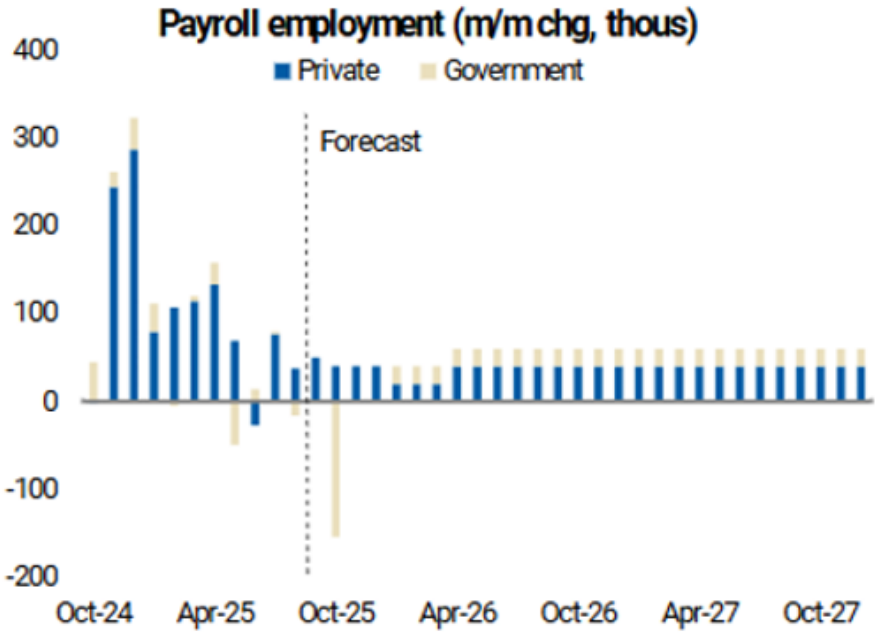
	Baseline: Emerging from policy uncertainty (60%)	Productivity-driven upside (15%)	Aggregate demand upside (15%)	Mild recession (10%)
		Key Forecasts		
GDP growth	Strong economic momentum from 2H25 carried forward to 2026. Tariffs and a slower labor market weigh on growth in near term, but real growth reaccelerates in 2H26. Real GDP grows 2.4% in 2025, 2.4% in 2026, and 2.1% in 2027.	AI-related investment bears fruit sooner than anticipated and boosts productivity and growth. GDP grows 2.4% in 2025, 3.1% in 2026, and 2.5% in 2027.	Elevated wealth supports consumption and "animal spirits" keep business spending elevated. GDP grows 2.5% in 2026, 3.8% in 2026, and 2.2% in 2027.	The lagged effects from tariffs, immigration, and still-restrictive monetary policy are larger than expected. Real GDP falls for a couple quarters, with a cumulative decline around 1%. GDP grows around 0.5% in 2026 and recovers in 2027.
Labor markets	Average monthly payroll gains remain around 59k in 2026 and 60k in 2027. The unemployment rate peaks at 4.6% in 2Q26, then comes down to 4.5% by the end of 2026 and 4.3% by the end of 2027.	The unemployment rate remains steady at 4.4% in 2026 and 2027. AI does not lead to widespread displacement of labor.	Stronger demand results in tighter labor markets. The unemployment rate gradully falls to 3.7% by the end of 2026 and remains there through 2027.	The unemployment rate picks up to 5.5% in 2026. After rapid Fed cuts, labor markets begin to recover. The unemployment rate ends 2027 around 5%.
Inflation	Tariffs continue to gradually push inflation until 1Q26. Softer labor markets and continued disinflation in rents keep services gradually decelerating. Core PCE ends 2025 at 2.7%, 2026 at 2.7%, and 2027 at 2.3%.	The positive productivity shock raises supply and is disinflationary to a small degree. Core PCE falls to 2.5% in 2026 and 2.0% in 2027	The disinflation process pauses, and in 2H26, there is a sequential step up in inflation. Core PCE ends 2025 at 3.0%, 2026 at 3.1%, and 2027 at 2.3%.	Tariffs push inflation to a higher peak than in the baseline, but there is also faster disinflation in 2026. Inflation remains above 2% because of continued tariff impulse. Core PCE ends 2025 at 3.0%, 2026 at 2.2%, and 2027 at 2.0%.

Source: Morgan Stanley Research

GDP and Labor Market Forecast

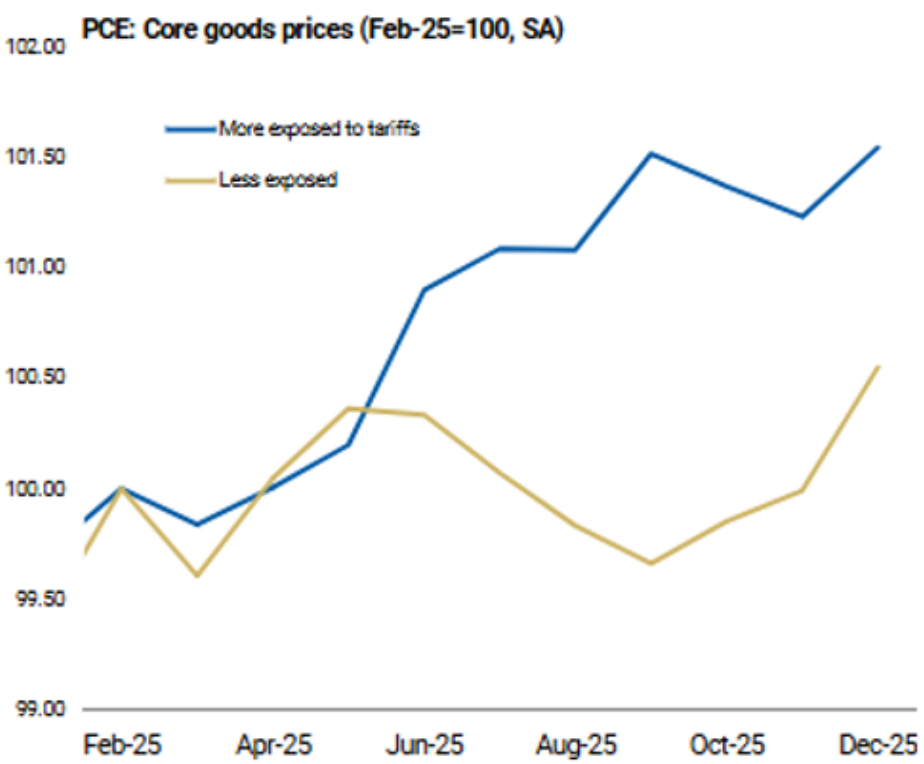


Source: Morgan Stanley

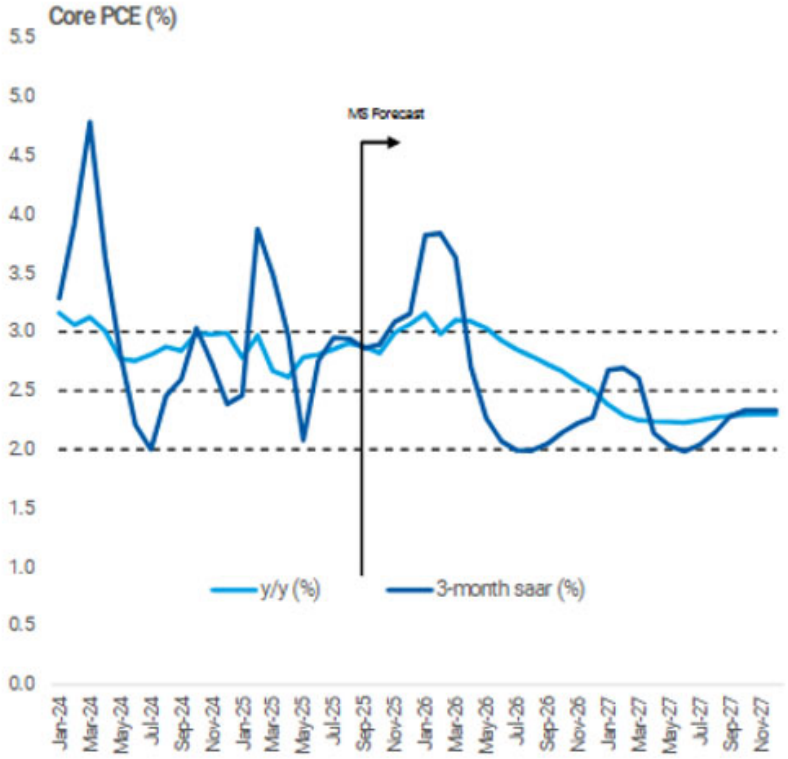


Source: BLS, Haver Analytics, Morgan Stanley

Inflation Forecast



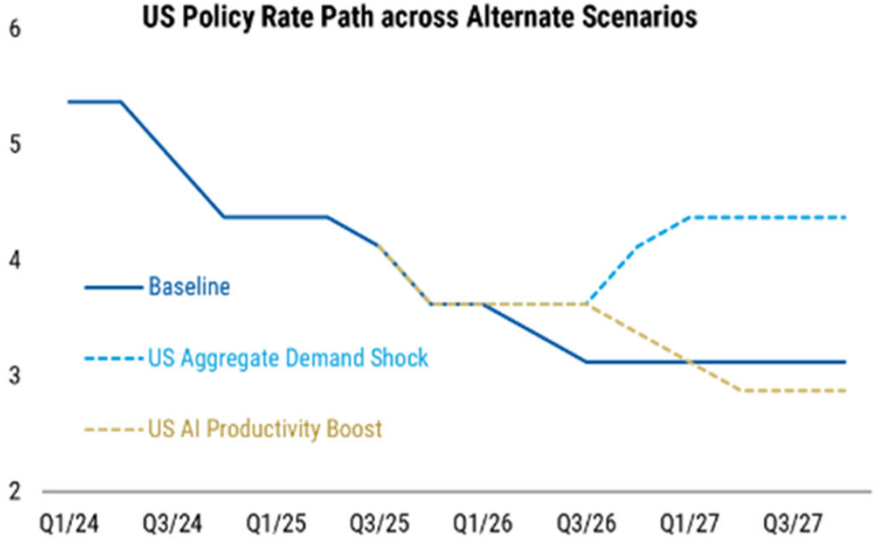
Source: BLS, Morgan Stanley



Source: BEA, Morgan Stanley

Federal Reserve Policy and Independence

	Baseline: Emerging from policy uncertainty (60%)	Productivity-driven upside (15%)	Aggregate demand upside (15%)	Mild recession (10%)
Federal reserve policy	The Fed shifts from labor market weakness cuts to disinflation cuts. They resume to cut as complete tariff pass-through and decelerating inflation become clear. We expect 25bp cuts in June and September, to a terminal target range of 3.0-3.25%.	Strong growth makes the Fed stop the cutting cycle in 1H26. As the impact from tariffs fades and disinflation resumes, the supply story becomes more evident. The Fed resumes gradual cuts by year-end and continues in 2027 to a terminal range of 2.75-3.0%.	The Fed remains on hold through most of 2026, then raise the policy rate in 4Q26 as inflation moves up and the unemployment rate moves down. Hikes continue in 1H27 reaching a peak of 4.375%.	The Fed eases policy to a terminal rate of 1.5-1.75% in 1H26. No asset purchases. The Fed then keeps its policy rate unchanged for the next four quarters. In 2H27 as the economy recovers, the Fed starts removing accommodation. The target rate finished 2027 at 2.5-2.75%.

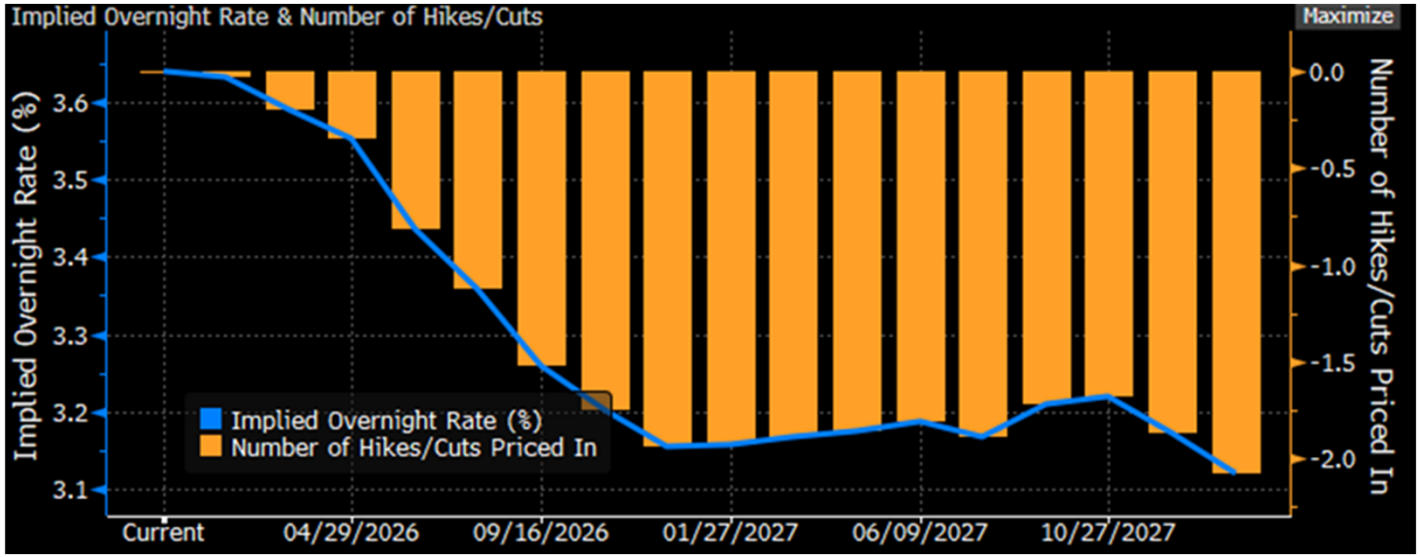


Board of Governors of the Federal Reserve System		
	Current Term Expires	
Jerome Powell (as Chair of the FOMC)	**May 15, 2026**	
Jerome Powell (as Governor)	**January 31, 2028**	
Philip Jefferson (as Vice Chair of the Board)	September 7, 2027	
Philip Jefferson (as Governor)	January 31, 2036	
Stephen Miran	January 31, 2026	
Christopher Waller	January 31, 2030	
Michael Barr	January 31, 2032	
Michelle Bowman	January 31, 2034	
Lisa Cook	January 31, 2038	
Other Voting Members of the Federal Open Market Committee		
	Current Term Expires	Must Leave By
John Williams (New York, Vice Chair of FOMC)	February 28, 2026	June 2028
Susan Collins (Boston)*	February 28, 2026	July 2032
Austan Goolsbee (Chicago)*	February 28, 2026	August 2034
Alberto Musalem (St. Louis)*	February 28, 2026	April 2034
Jefferey Schmid (Kansas City)*	February 28, 2026	August 2033

- MS base case remains that the Fed's reaction function will be relatively unchanged in 2026 despite potential changes in leadership
- Market expectations also suggest a stable federal funds rate, with potential rate cuts depending on economic data
- Uncertainty shifted to how a new Chair guides the Committee amid conflicting growth and labor data

Source: Morgan Stanley

Implied Forward Curve (1/27/26) / MS Interest Rate Forecast (11/23/25)



Source: Bloomberg

Morgan Stanley US Treasury yield forecasts: probability-weighted baseline

Quarter	Fed (%)	UST 2y (%)	UST 5y (%)	UST 10y (%)	UST 30y (%)
17-Nov-25	3.875	3.60	3.72	4.13	4.73
4Q25e	3.625	3.30	3.45	4.00	4.55
1Q26e	3.125	2.85	3.20	3.80	4.45
2Q26e	2.875	2.50	3.00	3.75	4.45
3Q26e	2.875	2.55	3.15	3.95	4.65
4Q26e	2.875	2.60	3.25	4.05	4.75
1Q27e	2.875	2.70	3.40	4.20	4.85
2Q27e	3.125	3.05	3.75	4.50	5.10
3Q27e	3.125	3.05	3.70	4.40	4.95
4Q27e	3.125	3.10	3.70	4.40	4.95

Source: Morgan Stanley

Disclaimer

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City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 1.
Meeting Date: February 4, 2026
Department: Community Development

SUBJECT:
Ordinance No. 3154 - First Reading - Quasi-Judicial - Change of Zoning - Lester Road Subdivision

ACTION ITEM INFORMATION:
Owner(s): Christopher Williams and Katrina Bennett
Applicant(s): Thomas Faber
Location: 550 W. Lester Road
Project: 3.05 +/- Acres
Density: Maximum 3.5 DU/AC
Project Manager: Amer Hamza

REQUEST:
Accept First Reading of Ordinance No. 3154 and hold it over for second reading and adoption.

SUMMARY:
Owner(s): Christopher Williams and Katrina Bennett
Applicant: Thomas Faber
Parcel Identification Number(s): 33-20-28-0000-00-069
Location: 550 W. Lester Road
Existing Future Land Use: Residential Low Suburban (3.5 Dwelling Units/Acre maximum)
Proposed Future Land Use: N/A
Existing Use(s): Vacant Residential
Existing Zoning: T (Transitional)
Tract Size: 3.05 +/- Acres

Direction	Future Land Use	Zoning	Present Use
North	Orange County Low Density Residential	Orange County A-1 Zoning	Rural
East	Residential Low	RTF (Residential Two Family)	Rural
South	Residential Low Suburban	RSF-1B (Residential Single Family – Large Lot)	Single Family Subdivision
West	Residential Low Suburban	RSF-1B (Residential Single Family – Large Lot)	Single Family Subdivision

PROJECT SUMMARY:
The subject property, which is approximately 3.05 acres in size, is located at 550 W. Lester Road and is currently vacant. The applicant is requesting the rezoning of the property to be consistent with the existing future land use of Residential Low Suburban and to develop a subdivision in the future which will consist of single-family homes. Single-family homes are a permitted use in the RSF-1B zoning district per Land Development Code 3.3.5. The proposed RSF-1B zoning district is compatible with the surrounding areas, as properties to the west and south are zoned RSF-1B. Properties in the surrounding area consist of single-family homes. The properties to the west and

south are zoned RSF-1B zoning and have the same future land use designation of Residential Low Suburban as the subject property.

Land Development Code Section 2.5.1.D.3 requires the Council to weigh the relevance of and consider whether and the extent to which the proposed amendment:
a. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
• Applicant's response: The requested rezoning to RSF-1B is consistent with the underlying future land use currently assigned to the property (RLS) as noted in Table 1.8.2 "Future Land Use Map Compatibility" in the land development code. The proposed residential zoning aligns with the City's goals, is compatible with the surrounding uses, and provides an orderly and logical development pattern.
• Staff response: Staff has no objection.
b. Is in conflict with any provisions of the LDC;
• Applicant's response: The requested rezoning is not in conflict with any portion of the LDC or comprehensive plan.
• Staff response: Staff has no objection.
c. Addresses a demonstrated community need;
• Applicant's response: The rezoning falls within the area defined in the comprehensive plan for future residential growth. The request is consistent with the adjacent properties and does not alter the proposed use or allowable density for the subject property.
• Staff response: Staff has no objection.
d. Is required by changed conditions;
• Applicant's response: No changed conditions have occurred that require this rezoning.
• Staff response: Staff has no objection.
e. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
• Applicant's response: The requesting zoning designation is consistent with the characteristics and zoning categories assigned to adjacent parcels.
• Staff response: Staff has no objection.
f. Would result in a logical and orderly development pattern;
• Applicant's response: The surrounding area is residential in nature. The request is consistent with the surrounding properties characteristics and zoning categories.
• Staff response: Staff has no objection.
g. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
• Applicant's response: The requested rezoning will not have any significant adverse impacts to the natural environment. No known environmentally sensitive areas exist on-site.
• Staff response: Staff has no objection.
h. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
• Applicant's response: The property is within the City's service area. Existing public utilities are available to service the property. Stormwater will be designed to meet City of Apopka requirements. The project will not significantly impact the level of service of existing roadways or public services.
• Staff response: Staff has no objection.

ORANGE COUNTY NOTIFICATION:
The JPA (Joint Planning Agreement) requires the City to notify the County 30 days before any public hearing or advisory board. The City notified Orange County on December 2, 2025.

SCHOOL CAPACITY REPORT:
Per the School Capacity Determination Letter received on December 16, 2025, Orange County Public Schools (OCPS) determined that school capacity for the subject development is not available at the high school level and is deficient by 1.197 seats. The property is zoned for Rock Springs Elementary, Apopka Middle, and Apopka High School.

PUBLIC HEARING SCHEDULE:
January 13, 2026 – Planning Commission (5:30 P.M.)

February 4, 2026 – City Council (1:30 P.M.), First Reading
February 18, 2026 – City Council (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:
December 26, 2025, January 23, 2026 – Apopka Chief
December 23, 2025 – Mailed notices to adjacent property owners
December 22, 2025 – Posters placed on property

FUNDING SOURCE:
N/A

RECOMMENDED MOTION:
Development Review Committee (DRC):
Recommends approval of the Change of Zoning from T (Transitional) to RSF-1B (Residential Single-Family - Large Lot), finding the proposed change consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Planning Commission:
At the January 13, 2026 meeting, the Planning Commission unanimously recommended approval of the change of zoning, based on the findings and facts presented in the staff report and exhibits.

Recommended Motion – City Council:
Accept first reading of Ordinance No. 3154 and hold it over for second reading and adoption on February 18, 2026.

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

ATTACHMENTS:
1. Ordinance No. 3154
2. 550 W Lester Road Map Series
3. APK-25-020 Capacity Determination
4. Advertisement (January 23, 2026)
5. Advertisement (December 26, 2025)
6. Community Meeting Info
7. Sign in Sheet for Community Meeting

ORDINANCE NO. 3154

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO RSF-1B (RESIDENTIAL SINGLE FAMILY – LARGE LOT), FOR PROPERTY LOCATED AT 550 W. LESTER ROAD; OWNED BY CHRISTOPHER WILLIAMS AND KATRINA BARRETT; COMPRISING 3.05 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the applicant, Thomas Faber, on behalf of the fee simple owners of the Property, submitted an application for a change in zoning on the Property identified and depicted in Exhibit "A," attached hereto, from T (Transitional) to RSF-1B (Residential Single Family – Large Lot); and

WHEREAS, the proposed RSF-1B (Residential Single Family – Large Lot) District rezoning of the Property is consistent with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, the City of Apopka Planning Commission, sitting as the Local Planning Agency, recommended approval of the change in the zoning of the Property and found that the rezoning is consistent with the City's Comprehensive Plan; and

WHEREAS, the City of Apopka has followed all statutory and Code requirements for noticing and advertising this rezoning Ordinance and public hearings associated with the rezoning; and

WHEREAS, the City Council has received public input on the rezoning and a recommendation from staff; and

WHEREAS, the City Council of the City of Apopka finds that the applicants have met the necessary criteria for rezoning under City's Land Development Code and that rezoning serves a legitimate public purpose and will not adversely affect the public interest.

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

Section I. Findings and Intent. The City of Apopka has complied with all requirements and procedures of Florida Law in processing this Ordinance. The recitals set forth above are hereby adopted.

Section II. Rezoning. The Property described and shown in Exhibit "A", being situated in the City of Apopka, Florida, is hereby rezoned and assigned the RSF-1B (Residential Single Family – Large Lot) Zoning District, as defined in the Apopka Land Development Code.

Section III. Zoning Map. The Official Zoning Map of the City of Apopka shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance. The Community Development Director, or the Director's designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section IV. Severability. If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section V. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VI. Effective Date. This Ordinance shall become effective immediately following such time that its companion future land use map amendment ordinance (Ordinance 3140) takes effect.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of _____, 2026.

READ FIRST TIME: February 4, 2026

READ SECOND TIME AND
ADOPTED:

ATTEST:

_____ _____

Susan Bone, City Clerk Bryan Nelson, Mayor

Approved as to form and legal sufficiency:

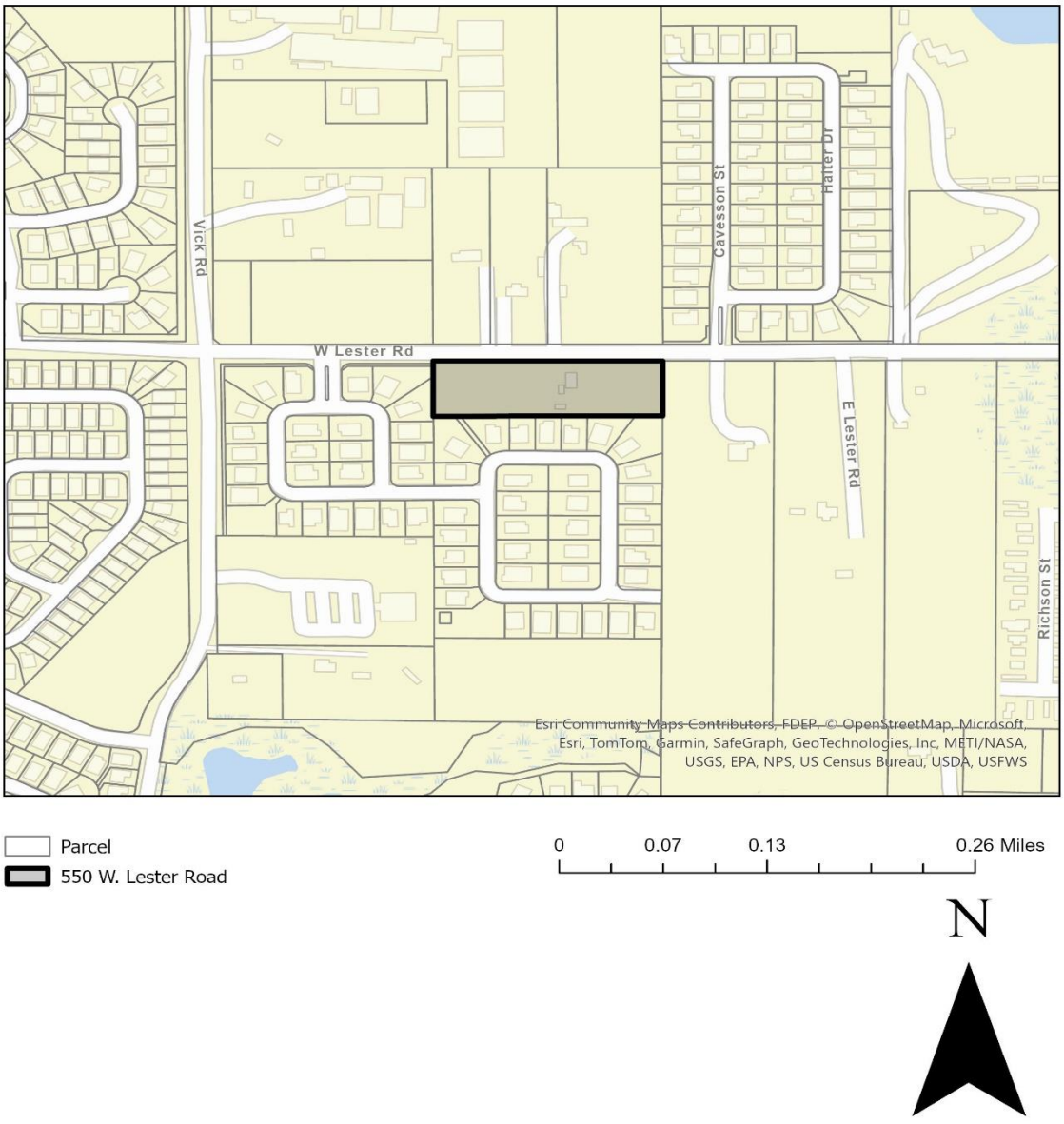
_____

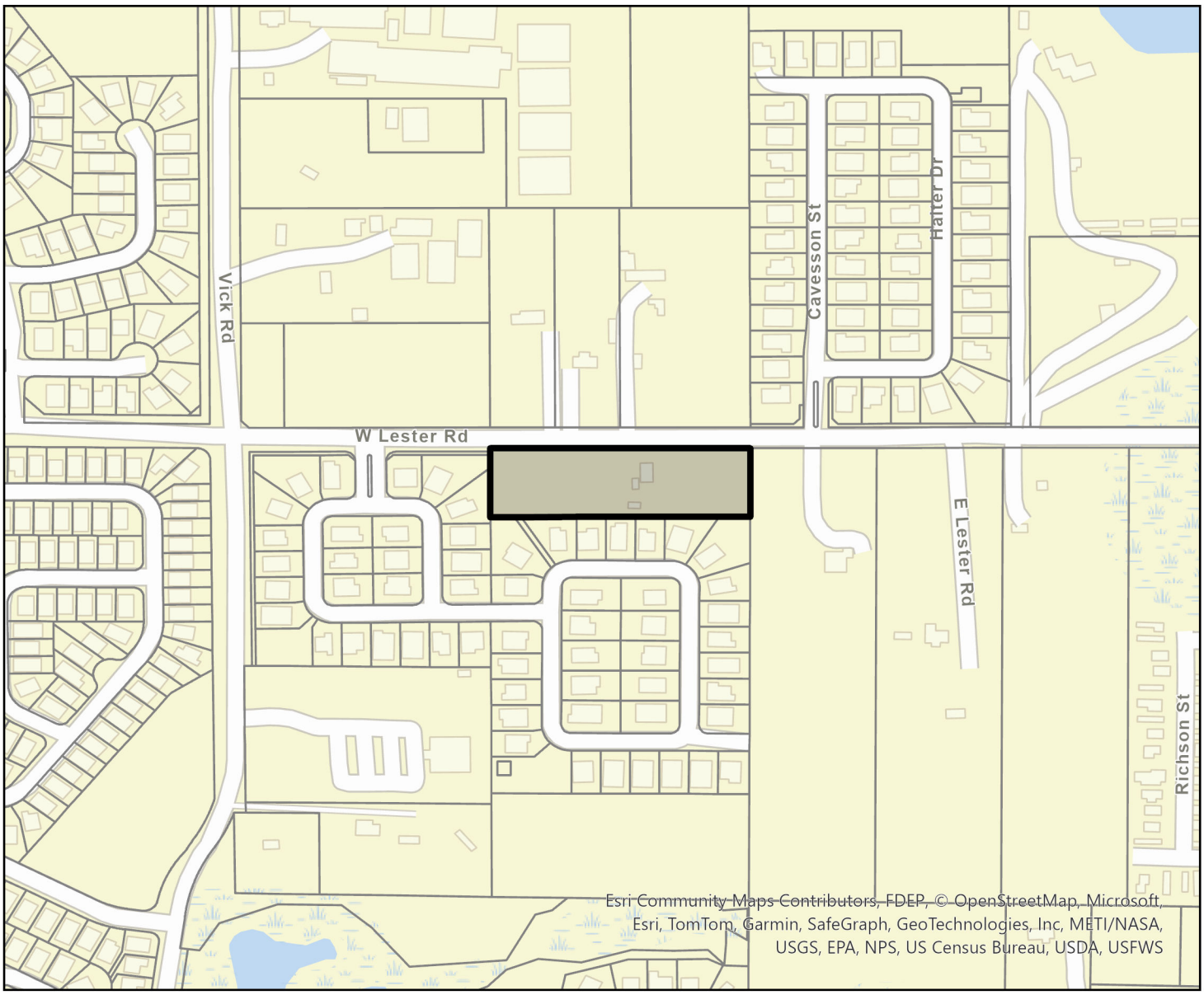
Clifford B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: December 26, 2025, January 23, 2026

EXHIBIT A

Parcel Identification Number(s): 33-20-28-0000-00-069





Parcel

550 W. Lester Road

0 0.07 0.13 0.26 Miles

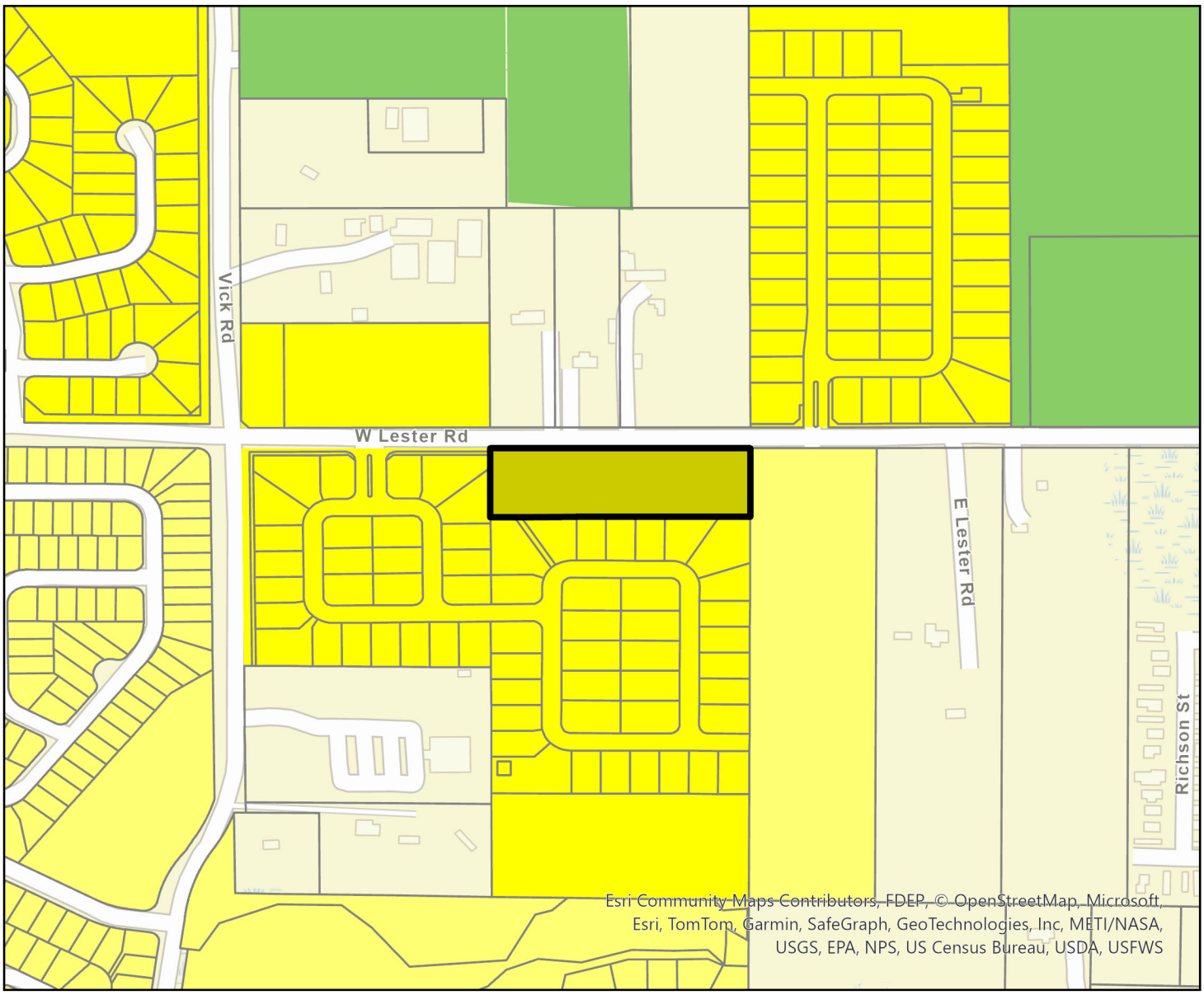
N

Parcel

550 W. Lester Road

0 0.07 0.13 0.26 Miles

N



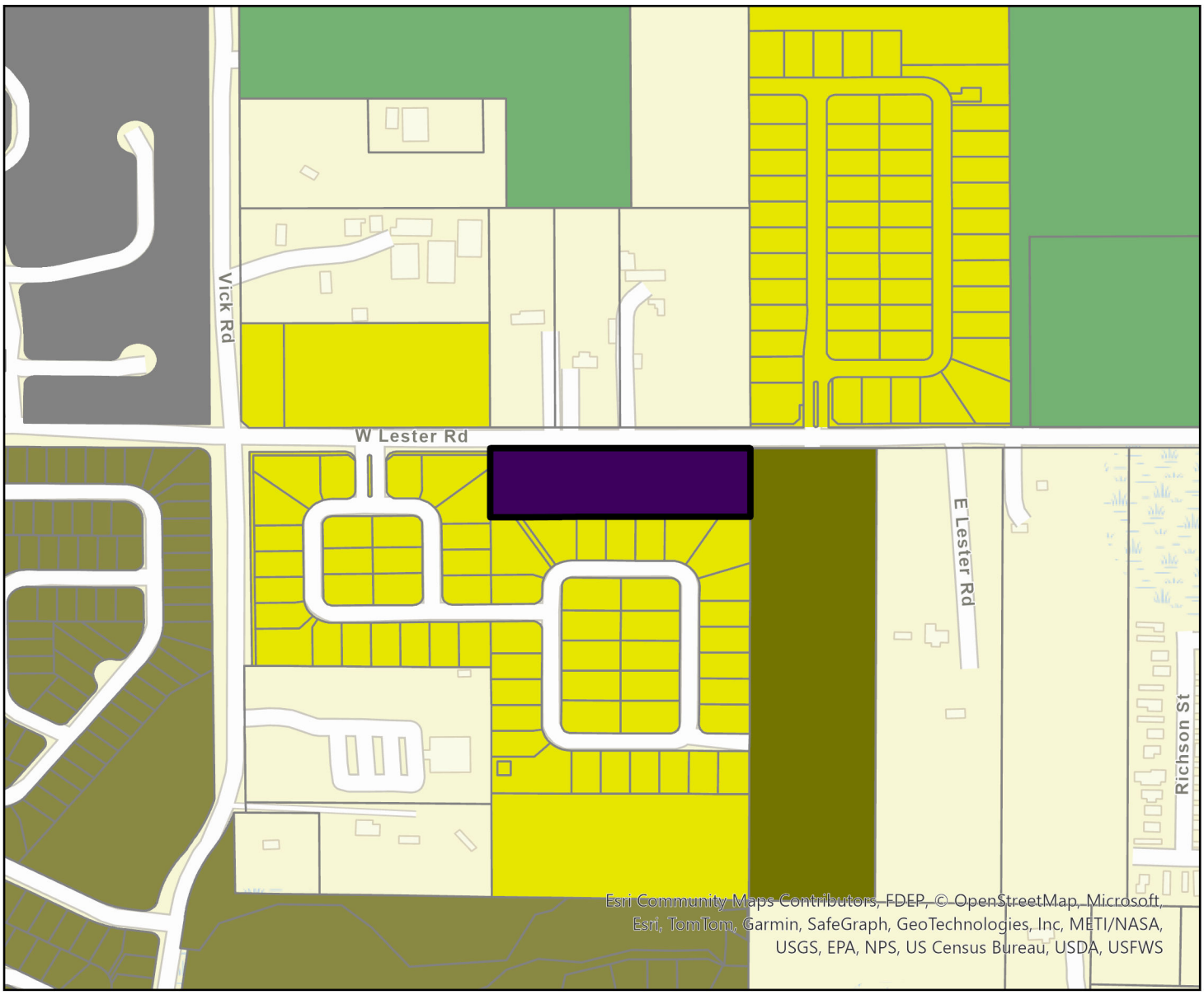
Parcel

Apopka Future Land Use

- AG
- AG-E
- AG-HOME
- COMM
- CONSV
- FLU-IP
- HDR-25
- IND
- INST_PU
- MU
- OFF
- PR
- RE
- RH
- RL
- RLS
- RM
- RML
- RS
- RVLS
- 550 W. Lester Road

0 0.07 0.13 0.26 Miles

N



Parcel

Apopka Zoning

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

0 0.07 0.13 0.26 Miles

N

Orange County Public Schools

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

FORMAL SCHOOL CAPACITY DETERMINATION
CAPACITY LETTER

December 16, 2025

E-MAIL:TFABER@FABERENGINEERINGINC.COM
Chris Williams
550 Lester Rd
Apopka, FL 32712

Application APK-25-020 Lester Rd Subdivision

This letter serves as the official certification by Orange County Public Schools that school capacity for the following development is **NOT AVAILABLE**:

Type of Development Application	☒ FLUM ☒ Rezoning ☐ Amendment or Extension		
Development Application #:	TBD		
Project Name:	Lester Rd Subdivision		
OCPS Completed Application Date:	12/16/25		
Parcel #(s):	33-20-28-0000-00-069		
Requested New Units (#):	SF: 9	MF:	TH:
Vested Unit(s):	SF: 1	MF:	TH:
Total Project Units:	10		
School Board District:	#7		

In accordance with Section 8 of the Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency ("Interlocal Agreement"), a detailed Capacity Analysis is provided in **Attachment A.**

In accordance with Section 704(B) of the Orange County Charter and Section 30-742 of the Orange County Code, an analysis of significantly affected local governments impacted by the proposed development can be found below:

	Rock Springs ES	Apopka Memorial MS	Apopka HS
Jurisdictional Analysis	N/A	N/A	Apopka-61.11% Unincorporated-37.74%

Given the above analysis, this project does not meet the minimum criteria established by the Orange County Charter and Code to proceed through the joint approval process with the identified significantly affected local government(s). Additional information on the joint approval process can be obtained from City of Apopka.

This determination expires on June 14, 2026 OCPS is not required to extend the expiration date of this determination letter. In the event this project does not possess Development Application approval from City of Apopka by the expiration date, but still intends to move forward in the development process, the applicant must resubmit the application and application fee to be reevaluated by OCPS. In addition, should the scope of the project change (e.g., modification of unit count and/or unit type), a new determination will be required.

Unless otherwise vested, the Development is still required to submit for concurrency review and, if necessary, enter into a Concurrency Mitigation Agreement.

This determination is governed by the Interlocal Agreement, the provisions of City of Apopka's adopted Comprehensive Plan, and the Orange County Charter and Code.

Please contact me at (407) 317-3700 ext. 2022391 or e-mail me at Christopher.Mills@ocps.net with any questions.

Sincerely,

Christopher Mills, AICP
Senior Administrator, Real Estate Management and Land Planning

SV/cm

Attachments – Attachment A: Detailed Capacity Analysis

CC: Bobby Howell, City of Apopka (via e-mail)
Thomas Moore, OCPS (via e-mail)
Project File

Attachment A

Orange County Public Schools
Facilities Planning

School Capacity Determination

User ID SV December 16, 2025 15:32:32

Project ID: CEA – APK – 25 – 020 Valid Until: June 14, 2026

Project Name:					
			LESTER RD SUBDIVISION		
Unvested Units	Single Family Units:	9	Vested Units	Single Family Units:	1
	Multi Family Units:	0		Multi Family Units:	0
	Multi Family High Rise Units:	0		Multi Family High Rise Units:	0
	Town Homes Units:	0		Town Homes Units:	0
	Mobile Home Units:	0		Mobile Home Units:	0

Capacity Enhancement	School Level	Elementary	Middle	High
	CSA:	AA		
	School:	ROCK SPRINGS ES	APOPKA MS	APOPKA HS
	Analysis of Existing Conditions			
	School Capacity (2025-2026)	832	1,036	3,390
	Enrollment (2025-2026)	682	857	3,404
	Utilization (2025-2026)	87.0%	101.0%	110.0%
	LOS Standard	110.0%	100.0%	100.0%
	Available Seats	233	179	0
	Analysis of Reserved Capacity			
	School Level	Elementary	Middle	
	Encumbered Capacity	52	21	232
	Reserved Capacity	0	0	0
	Adjusted Utilization	88.2%	84.8%	107.3%
	Adjusted Available Seats	181	158	0
	Analysis of Proposed Development			
	Students Generated	1.602	0.846	1.197
	Adjusted Utilization	88.4%	84.8%	107.3%
	AVAILABLE/NOT AVAILABLE	AVAILABLE	AVAILABLE	NOT AVAILABLE
	Number of Seats to Mitigate	0.000	0.000	1.197

ROCK SPRINGS ES	
APOPKA MS	
APOPKA HS	

Column

OFFICIAL AD PROOF

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

Notice ID: sWyzuhAbbtnT2W48IeHM | **Proof Updated: Jan. 21, 2026 at 09:15pm EST**
Notice Name: City of Apopka Lester Road ordinance 3154

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

FILER	FILING FOR
Emilee Sumlin	The Apopka Chief
esumlin@apopka.net	
(407) 703-1700	

Columns Wide:	3	**Ad Class:**	Legals
Total Column Inches:	29.92		
Number of Lines:	n/a		

01/23/2026: Display Ad Notice	231.88

Subtotal	$231.88
Tax	$0.00
Processing Fee	$23.19
Total	**$255.07**

See Proof on Next Page

CITY OF APOPKA
PUBLIC HEARING NOTICE
CHANGE OF ZONING

NOTICE is hereby given pursuant to Sec. 166.041(3)(a), Florida Statutes and the Apopka Code of Ordinances, Part III, Land Development Code, Article II, Section 2.5.1.D, that **Thomas Faber** has made application relating to the property located at 550 W. Lester Road, Apopka, Florida, 32703 shown below for change of zoning and requested that the City of Apopka adopt the following ordinance:

ORDINANCE NO. 3154

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO RSF-1B (RESIDENTIAL SINGLE FAMILY - LARGE LOT), FOR PROPERTY LOCATED 550 W LESTER ROAD; OWNED BY CHRISTOPHER WILLIAMS AND KATRINA BARRETT COMPRISING 3.05 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Parcel Identification Number(s): 33-20-28-0000-00-069
Contains: 3.05 +/- Acres

Notice is given that public hearings for Ordinance Number 3154 will be held by the **City of Apopka City Council** at regularly scheduled meetings in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida, 32703 on **Wednesday, February 4, 2026 beginning at 1:30 P.M and Wednesday, February 18, 2026 beginning at 7:00 P.M** or soon thereafter.

Interested parties and the public may appear at the above listed hearings to speak. The proposed Ordinance, along with any additional information regarding the application and review process, may be inspected at the Apopka Community Development Department located at Apopka City Hall, 120 E. Main Street, Apopka, Florida, 32703 on weekdays between the hours of 8:00 a.m. and 4:30 p.m. 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. Written public comments regarding the application for the proposed ordinance may be submitted by mail to the City Clerk's Office at 120 East Main Street, Apopka, Florida, 32703. In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka, Florida, 32703, Telephone: 407-703-1704, at least 48 hours prior to the proceeding.

Apopka City Council
Community Development Department

January 23, 2026

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

The Apopka Chief
400 N. Park Avenue, Apopka, FL 32712
(407) 886-2777

I, J.C. Derrick, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher of The Apopka Chief, a publication that is a "legal newspaper" as that phrase is defined for the city of Apopka, for county of Orange, in the state of Florida, that this affidavit is 1 of 3 with the full text of the sworn-to notice set forth on the page(s) that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:
- Dec 26, 2025

Notice ID: aXClPHO46HffPtJyynVe

Notice Name: City of Apopka ord. 3154 12-26

J. C. Derrick
Publisher

VERIFICATION

STATE OF FLORIDA
COUNTY OF ORANGE

Signed or attested before me on this

24 day of December, A.D. 2025.

Nancy C Thomas
Notary Public

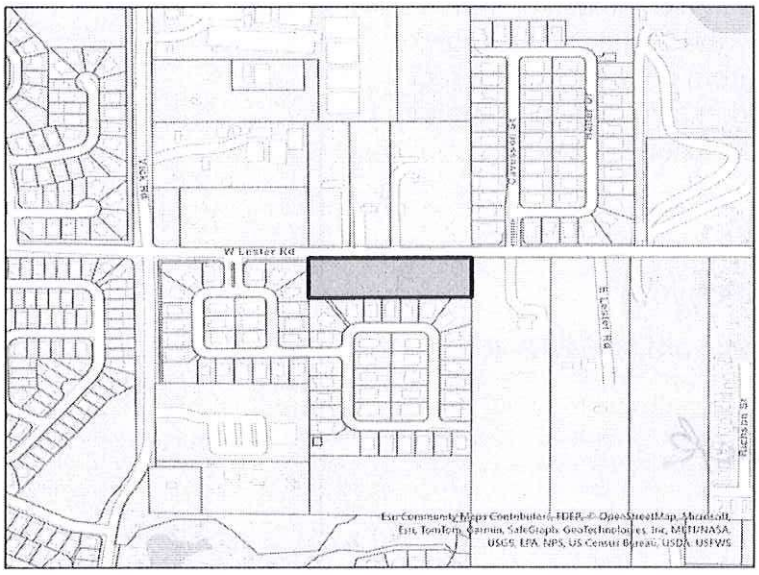
Notary Public State of Florida
Nancy C Thomas
My Commission HH 688639
Expires 7/4/2029

CITY OF APOPKA
PUBLIC HEARING NOTICE
CHANGE OF ZONING

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

ORDINANCE NO. 3154

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM T (TRANSITIONAL) TO RSF-1B (RESIDENTIAL SINGLE FAMILY - LARGE LOT), FOR PROPERTY LOCATED 550 W LESTER ROAD; OWNED BY CHRISTOPHER WILLIAMS AND KATRINA BARRETT COMPRISING 3.05 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 33-20-28-0000-00-069
Contains: 3.05 +/- 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, January 13, 2026 beginning at 5:30 P.M.,** or as soon thereafter as possible.

FURTHER NOTICE is given that a public hearing for Ordinance Number 3082 will be held by the **City of Apopka City Council** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, February 4, 2026 beginning at 1:30 P.M.** or soon thereafter.

Affected parties and the public may appear at the above listed hearings to speak. The proposed Rezoning Application can be inspected at the Apopka Community Development Department located at Apopka City Hall on weekdays between the hours of 8:00 a.m. and 4:30 p.m. City Hall address shown below. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the

Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

Apopka City Council
Apopka Planning Commission
Community Development Department

December 26, 2025

From: Katrina Barrett <katrinakbarrett@gmail.com>
Sent: Friday, July 25, 2025 7:04 AM
To: Tom Faber <tfaber@faberengineeringinc.com>
Cc: Chris Williams <cwilliamscarpenter@gmail.com>
Subject: Re: ten lot development

Tom,
Please find attached the letter we sent, and two images of proposed homes to build.
The minutes of the meeting were as follows:

- Discussion of rezoning, and incorporated the comprehensive plans already adopted by the city
- Discussed the max of ten lots on three acres
- Showed them the expected size of homes to be built on each lot

Note: the City of Apopka required the first two points

Katrina Barrett
katrinakbarrett@gmail.com
(678) 777-5526

You're Invited: Neighborhood Meeting on Development Concept & Rezoning

Dear Neighbor,

We hope this message finds you well. We invite you to a neighborhood meeting to review and discuss a proposed development concept plan and property rezoning for 3 acres of residential property on Lester Rd.

Meeting Details:

🗓️ Date: Wednesday, May 14th

🕛 Time: 7:00 PM

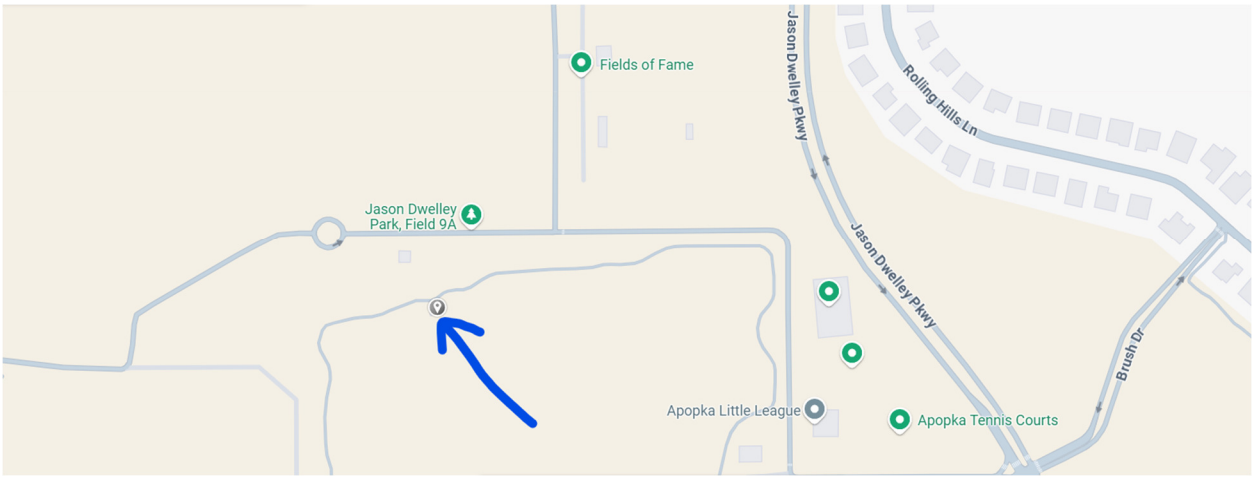
📍 Location: The Pavilion on the north side of the pond behind the amphitheater (see pin location in graphic below)

This will be an opportunity to walk through the proposed plans, ask questions, and share feedback. Your input as a neighbor is very important to us, and we look forward to an open and constructive conversation.

Please feel free to bring any questions or thoughts you may have. We hope to see you there!

Warm regards,

Mr. & Mrs. Williams



THOMAS SAMUEL
HARRIS-THOMAS REBEKAH TERESA
576 KEYHOLD LOOP
APOPKA, FL 32712

RUIZ ROSA JOSE MANUEL
RUIZ MARISOL
580 KEYHOLD LOOP
APOPKA, FL 32712

JACKSON CHARLES NATHANIEL
SIZER ROBIN SPENCIL
584 KEYHOLD LOOP
APOPKA, FL 32712

LUCIDI BRUNO
VARGAS-LUCIDI IBIS
502 W LESTER RD
APOPKA, FL 32712

ROCK SPRINGS ESTATES HOMEOWNEI
4700 MILLENIA BLVD STE 515
ORLANDO, FL 32839

ROCK SPRINGS ESTATES HOMEOWNEI
4700 MILLENIA BLVD STE 515
ORLANDO, FL 32839

SPANGENBERG RACHELLE L
SPANGENBERG TIMOTHY R
664 BISHOP BAY LOOP
APOPKA, FL 32712

MCKENNA RANDAL KEITH
MCKENNA MARIE
668 BISHOP BAY LOOP
APOPKA, FL 32712

LARSON ANDREW M
LARSON KRISTEN J
672 BISHOP BAY LOOP
APOPKA, FL 32712

SHIRLEY KRISTI CARSON
SHIRLEY RYAN
676 BISHOP BAY LOOP
APOPKA, FL 32712

GAINES FABIOLA
680 BISHOP BAY LOOP
APOPKA, FL 32712

PATEL VISHAL VISHNUPRASAD
684 BISHOP BAY LOOP
APOPKA, FL 32712

CUMMINGS-HOLLIDAY ULAINE L
HOLLIDAY DARIUS K SR
548 KEYHOLD LOOP
APOPKA, FL 32712

COOKER BRETT ASHLEY
COOKER KRISTIN
376 MEADOW BEAUTY TER
SANFORD, FL 32771

ZHU HUA
556 KEYHOLD LOOP
APOPKA, FL 32712

CHASE DAVID
560 KEYHOLD LOOP
APOPKA, FL 32712

CRUZ WILFREDO JR
CRUZ KAYSALIZ
564 KEYHOLD LOOP
APOPKA, FL 32712

HUANG XIAOYUN
ZHENG FEI
568 KEYHOLD LOOP
APOPKA, FL 32712

MERCADO JOEL RIVERA
GARCIA MIDALVI S LIZARDO
572 KEYHOLD LOOP
APOPKA, FL 32712

TODMAN CAROL F
685 BISHOP BAY LOOP
APOPKA, FL 32712

KENDALL BOBBY
BLANDING DIVINA
681 BISHOP BAY LOOP
APOPKA, FL 32712

DE SALAZAR AIXA HELENA VALERA
BOHORQUEZ RODOLFO JOSE SALAZAF
673 BISHOP BAY LOOP
APOPKA, FL 32712

TORRES PRISCILLA
PADILLA DANIEL
549 KEYHOLD LOOP
APOPKA, FL 32712

ALLEN EBONY MONIQUE
545 KEYHOLD LOOP
APOPKA, FL 32712

GOODMAN ALBERT ALLEN
HERMAN CAROLYN GOSCH
587 KEYHOLD LOOP
APOPKA, FL 32712

HECK CORNELIUS V
LAMBERT TANESHA A
583 KEYHOLD LOOP
APOPKA, FL 32712

CLARK AND MELANIE AMBS FAMILY TR
103 SANTA GERTRUDIS DR
APOPKA, FL 32712

NATAL ELIAS
NATAL LESLIE
417 W LESTER RD
APOPKA, FL 32712

CP&C FAMILY PROPERTIES LLC
363 W LESTER RD
APOPKA, FL 32712

ROCK SPRINGS ESTATES LLC
PO BOX 1508
WINTER PARK, FL 32790

BRIDLEWOOD HOMEOWNERS ASSN OF
6200 LEE VISTA BLVD STE 400
ORLANDO, FL 32822

BRIDLEWOOD HOMEOWNERS ASSN OF
6200 LEE VISTA BLVD STE 400
ORLANDO, FL 32822

BRIDLEWOOD HOMEOWNERS ASSN OF
6200 LEE VISTA BLVD STE 400
ORLANDO, FL 32822

MARQUEZ ROBERTO CARLOS
MARQUEZ YAMEL
401 HALTER DR
APOPKA, FL 32712

WASHINGTON ROCKSAN
407 HALTER DR
APOPKA, FL 32712

HUBBARD JOEL MICHAEL
CROWE LAWRENCE EDWARD
436 CAVESSON ST
APOPKA, FL 32712

JOHNSON RENO
MCPHEE SHANDALY
430 CAVESSON ST
APOPKA, FL 32712

GALLIPPOLI FEDERICO ALDOLFO
GONZALEZ ILEANA JOSEFINA
424 CAVESSON ST
APOPKA, FL 32712

WILLIAMS CHRISTOPHER LEE
BARRETT KATRINA KAY
550 W LESTER RD
APOPKA, FL 32712

Sun Deck
Outdoor Living 19'x29'
Outdoor Kitchen
Master Suite 18'8"x14'
WIC
Bath
Master Bath
WIC
Great Room 22'8"x23'
Pantry
Bath
Dining Room 13'8"x12'
Kitchen 19'4"x10'8"
Bed #2 14'x11'2"
Study 14'x11'8"
Laundry
WIC
Foyer
Bed #3 11'8"x12'8"
Bath
Entry
3 Car Garage 30'8"x21'

Please Print

Attendance Log

Just Street **5/14/2025**

Address ☺

Neighbor		Address	
1. Timothy Spangenberg		664 Bishop Bay Loop Apopka FL, 32712	
2. Andy Larson		672 Bishop Bay Loop FL 32712	
3.			
4.			
5.			
6.			
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10.			

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 2.
Meeting Date: February 4, 2026
Department: Community Development

SUBJECT:
Resolution No. 2025-47 - Extending the East Kelly Park Street Lighting District (Ridgebrook Subdivision f.k.a Plymouth Harbor)

ACTION ITEM INFORMATION:

REQUEST:
Adopt Resolution 2025-47.

SUMMARY:
Resolution 2025-47 provides for the expansion of the East Kelly Park Street Lighting District to include the Ridgebrook Subdivision and provide for the non-ad valorem rate assessment on real property within the district on an annual basis as authorized by Section 197.3632, Florida Statute for the operation of streetlighting within the district. The Ridgebrook Subdivision Major Development Plan was previously approved by the City Council under the previous name Plymouth Harbor. The project consists of 86 single-family detached lots and is located on the west side of Plymouth Sorrento Road between W. Ponkan Road and W. Lester Road. The property has a future land use of Residential Low Suburban which allows 3.5 units an acre while the zoning is RSF-1B (Residential Single-Family Large Lot). Access to the subdivision is from Plymouth Sorrento Road.

FUNDING SOURCE:
Non-Ad Valorem Assessment

RECOMMENDED MOTION:
Adopt Resolution No. 2025-47.

ATTACHMENTS:
1. Resolution 2025-47
2. Location Map
3. Ridgebrook Lighting AD Proof (December 26, 2025)
4. Ridgebrook Lighting AD Proof (January 2, 2026)

RESOLUTION 2025-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, ADOPTING A NON-AD VALOREM TAX ASSESSMENT ROLL FOR EAST KELLY PARK – RIDGEBROOK STREET LIGHTING DISTRICT; PROVIDING DIRECTION TO THE FINANCE DIRECTOR FOR CERTIFICATION AND TRANSMISSION OF THE ASSESSMENT ROLL TO THE ORANGE COUNTY TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Apopka has continued to experience growth over the last several decades which has led to multiple housing developments throughout the community;

WHEREAS, the City in an effort to combat crime and to improve public safety, encourages developers to install street lighting as a means to promote public safety within the community;

WHEREAS, the developer as a means of ensuring the cost of the lighting is recovered for the operation of the street lighting has requested that the City Council create a Municipal Service Benefit Unit ("MSBU") for the continued operation of the street lighting;

WHEREAS, the City Council found it in the best interest of the City and its residents, has created the MSBU for the continued operation and annual cost associated with the operation of the MSBU;

WHEREAS, the City Council finds that each parcel of property within East Kelly Park – Ridgebrook Street Lighting District, as specified herein, shall be specifically benefited by the street lighting in an amount equal to or greater in kind and degree than other properties within the City;

WHEREAS, the owners of each lot or parcel of land within the boundaries of the municipal service benefit unit have been provided with notice by mail on their Orange County TRIM Notice of the public hearing substantially notifying them of the special assessment charge that will be levied against their lot or parcel or land;

WHEREAS, the 2025/2026 fiscal year will be the first year of the assessment in which the property owners of East Kelly Park – Ridgebrook Street Lighting District will be assessed for the costs of the street lighting district, and the cost associated with the operation of the street lighting district shall be ongoing subject to being reviewed annually for the ongoing costs of the street lighting district;

WHEREAS, the City of Apopka has notified the Orange County Property Appraiser of the cost associated with the operation of the Street Lighting District by means of mailing the Truth in Millage ("TRIM") notice on the cities levy of the non-ad valorem assessment per parcel in accordance with Section 197.3632, Florida Statutes;

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by utilizing the tax bills issued for the collection of ad valorem taxes;

WHEREAS, the City Council finds that the use of the uniform method of collection, as authorized by Section 197.3632, Florida Statutes, will result in the more effective collection of the special assessments levied within East Kelly Park – Ridgebrook Street Lighting District: and

WHEREAS, in accordance with the requirements of Section 197.3632, Florida Statutes, the City Council held a duly advertised hearing prior to the final adoption of this Resolution.

N**OW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA,** that:

SECTION 1. The foregoing finding are incorporated herein by reference and made part hereof.

SECTION 2. The City Council hereby elects to utilize the uniform method of collecting non-ad valorem assessments, as provided in Section 197.3632, Florida Statutes, for collecting the non-ad valorem assessments specified herein.

SECTION 3. The City Council adopts the non-ad valorem levy(s) to be set at as follows:

Development/Sub-Division or District Name	Type	Old Annual Amount	New Annual Amount
East Kelly Park – Ridgebrook	Street Lighting District	N/A	TBD

SECTION 4. The City Finance Director, or his designee, is hereby authorized and designated to certify the non-ad valorem assessment roll and submit it to the Tax Collector or compatible electronic medium, as provided in Section 197.3632, Florida Statutes, and to take additional procedural steps as may be necessary for the collection of side non-ad valorem assessment roll by the Tax Collector.

SECTION 5. This Resolution shall take effect immediately upon passage.

PASSED AND CERTIFIED AS TO PASSAGE this 4th day of February 2026.

_____

BRYAN NELSON
Mayor

ATTEST:

_____

Susan Bone, City Clerk

APPROVED AS TO FORM:

_____

Clifford Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: THE Apopka Chief on December 26th 2025, and January 2nd 2026.

EXHIBIT A

EAST KELLY PARK – RIDGEBROOK STREET LIGHTING DISTRICT

A Street Lighting District is hereby extended to incorporate all land within the following described area all lying and being within the incorporated limits of the City of Apopka, Florida:

EAST KELLY PARK – RIDGEBROOK SUBDIVISION

Parcel 1: 30-20-28-0484-00-085

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

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

Parcel 2: 25-20-27-0000-00-021

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 25 PER CERTIFIED CORNER RECORD NUMBER 0047891; SOUTH 00°06'21" WEST ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTEROF SECTION 25, A DISTANCE OF 667.55 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25; THENCE SOUTH 89°23'26" WEST 705.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 429 WEKIVA PARKWAY, ACCORDING TO DOCUMENT NUMBERS 20140181343 AND 20140319348; ALONG THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THROUGH SAID CURVE BEARS SOUTH 80°29'26" WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 19,862.00 FEET, A DELTA OF 01°56'49", AN ARC DISTANCE OF 674.95 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25; THENCE NORTH 89°27'35" EAST ALONG SAID LINE, 807.30 FEET TO THE POINT OF BEGINNING.

Parcel 3: 25-20-27-0000-00-008

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 25 PER CERTIFIED CORNER RECORD NUMBER 0047891; THENCE ALONG THE EAST LINE OF SAID SECTION 25 SOUTH 00°06’22” WEST 667.55 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00°01’45” WEST 333.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25; THENCE SOUTH 89°19’44” WEST ALONG SAID LINE, 665.81 FEET TO A POINT ON THE LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429 WEKIVA PARKWAY, ACCORDING TO DOCUMENT NUMBERS 20140181343 AND 20140319348, OF THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA; NORTH 00°02’25” WEST ALONG SAID LINE, 334.17 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 25; THENCE NORTH 89°23’26” EAST ALONG SAID LINE,666.21 FEET TO THE POINT OF BEGINNING.

Parcel 4: 30-20-28-0484-00-060

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

COMMENCE AT THE NORTHEAST CORNER OF SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PER CERTIFIED CORNER RECORD NUMBER 0047891; THENCE ALONG THE EAST LINE OF THE SOUTH EAST ONE-QUARTER SAID SECTION 25 SOUTH 00°06’22” WEST 675.12 FEET, TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID LOT 6 NORTH 87°58’11” EAST 621.18 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF PLYMOUTH SORRENTO ROAD, A 60 FOOT RIGHT-OF-WAY, AND THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00°16’37” EAST ALONG SAID LINE, 328.00 FEET TO A POINT 2 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 6; THENCE SOUTH 87°59’30” WEST ALONG SIAD LINE, 603.48 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6, AND THE EAST RIGHT-OF-WAY OF SORRENTO AVENUE, A 20 FOOT RIGHT-OF-WAY; 03°09’12” EAST ALONG SAID LINE, 2.16 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE DEPARTING SAID WEST LOT LINE SOUTH 87°58’11” WEST 20.01 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 25; THENCE NORTH 06°19’52” EAST 4.13 FEET, THENCE NORTH 00°01’45” EAST 325.89 FEET TO THE POINT OF BEGINNING.

Parcel 5: 30-20-28-0484-00-060

A PORTION OF LOTS 4 AND 5 BAILEY’S ADDITION TO PLYMOUTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 145, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 25 PER CERTIFIED CORNER RECORD NUMBER 0047891; THENCE NORTH 87°45’50” EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 616.74 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY OF PLYMOUTH SORRENTO ROAD, A 60 FOOT RIGHT-OF-WAY, AND THE EAST LINE OF SAID LOTS 4 AND 5; THENCE SOUTH 00°16’37” EAST ALONG SAID LINE, 677.18 FEET; THENCE SOUTH 87°58’11” WEST ALONG THE SOUTH LINE OF SAID LOT 5, 621.19 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 25; THENCE NORTH 00°06’22” EAST ALONG SAID LINE 675.12 FEET TO THE POINT OF BEGINNING.

Parcel 6: 25-20-27-0000-00-022

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25, PER CERTIFIED CORNER RECORD NUMBER 0047891; THENCE S 00°06’22” W ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 1001.33 FEET TO THE POINT OF BEGINNING; THENCE S 00°07’48” W ALONG THE EAST LINE OF SAID SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, AND THE WEST RIGHT-OF-WAY LINE OF SORRENTO AVENUE, A 20 FOOT RIGHT-OF-WAY, 333.82 FEET; THENCE S 89°17’39” W ALONG THE SOUTH LINE OF SAID SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, A DISTANCE OF 550.87 FEET TO A POINT ON THE LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429 WEKIVA PARKWAY, ACCORDING TO DOCUMENT NUMBERS 20140181343 AND 20140319348, OF THE OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 13°47’51” W ALONG SAID RIGHT-OF-WAY, 343.44 FEET; THENCE N 89°21’38” E ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, A DISTANCE OF 633.54 FEET TO THE POINT OF BEGINNING.

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State Road 429
State Road 429
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Putter Rd
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Overlook Rd
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Bailey Hill Rd
State Road 429
State Road 429
Sorrento Ave
Plymouth Sorrento Rd
South Sorrento Rd
Ponkan Meadows
Ponkan
Yothers Rd
Yothers Rd
Yothers Rd
437
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Parcel selection
Apopka City Limits
Parcel
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0.07
0.15
0.3 Miles
Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Column

INTERIM AD DRAFT

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

Notice ID: OoQ2dEf0zIMsjVaFKHg4 | **Proof Updated: Dec. 23, 2025 at 05:02pm EST**
Notice Name: City of Apopka Ridgebrooke 12-26-25 & 1-2-26

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

FILER	FILING FOR
Mary E. Denizard mdenizard@apopka.net (407) 703-1712	The Apopka Chief

Columns Wide:	3	**Ad Class:**	Legals
Total Column Inches:	29.91		
Number of Lines:	n/a		

12/26/2025: Display Ad	231.79
01/02/2026: Display Ad	231.79
Subtotal	$463.58
Tax	$0.00
Processing Fee	$46.36
Total	**$509.94**

See Proof on Next Page

A PUBLIC HEARING ADOPTING A NON-AD VALOREM TAX ASSESSMENT ROLL FOR EAST KELLY PARK – RIDGEBROOKE STREET LIGHTING DISTRICT

Notice is hereby given that the City Council for the City of Apopka will conduct a public hearing and subsequently adopt a resolution to Adopt a Non-Ad Valorem Tax Assessment Roll for the East Kelly Park – Ridgebrook Street Lighting District for the imposition of annual non-ad valorem special assessment in the areas designated by the specified herein. Each individual non-ad valorem special assessment shall be billed on the Orange County Annual Tax Bill for the Fiscal Year beginning October 1, 2026, and annually thereafter for the collection of all associated costs and expenses applied to the designated areas as applicable.

The public hearing for the East Kelly Park – Ridgebrook Street Lighting District Assessment shall be before the City Council of the City of Apopka in the Council Chambers at City Hall, 120 E. Main Street, Apopka, Florida, for the purpose of receiving public comment on the imposition of the assessments, as follows:

Development/Sub-Division Name	1st Reading Final Certification	2nd Reading Final Certification
East Kelly Park – Ridgebrook Street Lighting District	February 4, 2026 1:30 P.M.	February 18, 2026 7:00 P.M.

Florida Statutes (F.S.) require us to advise you that a failure to pay the assessment will cause a tax certificate to the issued against the property which may result in the loss of title, F.S. 197.3632(4)(b).

The non-ad valorem assessment is for the East Kelly Park – Ridgebrook Street Lighting District as provided.

The imposition of the annual non-ad valorem assessment may only apply to the Designated District Area, identified herein, where the City Council intends to impose an assessment for the purpose of providing East Kelly Park – Ridgebrook Street Lighting District for the safety and welfare of the residents whom reside within the designated district area.

The costs of the assessment shall be entirely apportioned to the property owners within the subdivision receiving the benefited service. The assessment will continue to be billed by the Orange County Tax Collector on the annual Orange County Tax Bill until all emergency costs expended are recovered by the City. Parcel owners may elect to pay their proportionate share in whole in lieu of paying the annual assessment should they elect to do so but must notify the city of their intentions prior to July 1, 2026.

All affected property owners have the right to appear at the public hearing and the right to file a written objection with the City Clerk's Office within 20 days of the publication of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the American with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at 407-703-1794 at least three (3) days prior to the date of the hearing.

Copies of the Resolutions detailing the legal description of the areas to be assessed are available for inspection at the City Clerk's Office in City Hall, located at 120 E. Main Street, Apopka Florida, between the hours of 8:00 a.m. and 5 p.m., Monday through Friday.

If you have any questions regarding the assessments, please contact the Special Assessments Coordinator at 407-703-1700, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

December 26, 2025 and January 2, 2026

Column

INTERIM AD DRAFT

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December 26, 2025 and January 2, 2026

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 3.
Meeting Date: February 4, 2026
Department: Finance Department

SUBJECT:
Resolution No. 2026-07 Amending the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

ACTION ITEM INFORMATION:

REQUEST:
Council adoption of Resolution Number 2026-07
Budget Amendment # : 3
Fiscal Year (FY): 2026
Total Amendment **$ 273,630** * Dollar amounts may be rounded up.

SUMMARY:
On September 17, 2025, by Resolution Number 2025-41, the City Council adopted the final budget for Fiscal Year (FY) 2025-2026. The City is committed to expenditures and has experienced unanticipated revenues/expenditures throughout the current fiscal year that need to be reflected in the budget. Florida Statutes, Section 166.241 (4) requires the governing body to amend the budget in the same manner as the original budget was adopted.

Below are the following proposed amendments:

1. Amendment:
Funding Source: Reserves

Description: On January 21, 2026, the Apopka City Council passed Ordinance No. 3151 — Amending the provisions of the City of Apopka General Employee's Retirement System to implement a benefit enhancement selected by the plan members. The membership voted in favor of an increase to the benefit multiplier, which determines the calculation of retirement benefits. The monthly retirement benefit changed from 2.75% of the average final compensation for each year of credited service, to 3% of the average final compensation for each year of credited service. For the first year, the prorated impact is $240,000 for the Employer Contribution, and it is distributed as follows:

Account Number	Description/Project	Debit	Credit
001-389-0010	FUNDING FROM RESERVES	$ -	$ 160,629
001-1010-512-2200	CITY RETIREMENT CONTRIBUTION	2,975	
001-1015-514-2200	CITY RETIREMENT CONTRIBUTION	3,469	
001-1020-512-2200	CITY RETIREMENT CONTRIBUTION	3,783	
001-1022-519-2200	CITY RETIREMENT CONTRIBUTION	5,223	
001-1030-512-2200	CITY RETIREMENT CONTRIBUTION	2,904	
001-1120-513-2200	CITY RETIREMENT CONTRIBUTION	18,557	
001-1170-513-2200	CITY RETIREMENT CONTRIBUTION	5,059	
001-3310-519-2200	CITY RETIREMENT CONTRIBUTION	15,117	
001-3512-539-2200	CITY RETIREMENT CONTRIBUTION	1,176	
001-3514-572-2200	CITY RETIREMENT CONTRIBUTION	12,076	
001-3612-572-2200	CITY RETIREMENT CONTRIBUTION	17,652	
001-3614-572-2200	CITY RETIREMENT CONTRIBUTION	1,236	
001-4020-515-2200	CITY RETIREMENT CONTRIBUTION	12,126	
001-4021-524-2200	CITY RETIREMENT CONTRIBUTION	10,799	
001-4022-515-2200	CITY RETIREMENT CONTRIBUTION	2,128	
001-5110-519-2200	CITY RETIREMENT CONTRIBUTION	12,719	
001-9011-581-9111	TRANSFER TO STREETS IMPROV. FUND	9,094	
001-9011-581-9120	TRANSFER TO STORMWATER FUND	4,534	
001-9011-581-9142	TRANSFER TO SANITATION FUND	20,002	
101-3412-541-2200	CITY RETIREMENT CONTRIBUTION	9,094	
101-381-0010	TRANSFER FROM GENERAL FUND		9,094
120-3151-538-2200	CITY RETIREMENT CONTRIBUTION	4,534	
120-381-0010	TRANSFER FROM GENERAL FUND		4,534
401-3010-539-2200	CITY RETIREMENT CONTRIBUTION	9,025	
401-3111-533-2200	CITY RETIREMENT CONTRIBUTION	5,043	
401-3121-535-2200	CITY RETIREMENT CONTRIBUTION	11,479	
401-3141-533-2200	CITY RETIREMENT CONTRIBUTION	16,897	
401-3161-533-2200	CITY RETIREMENT CONTRIBUTION	7,373	
401-3171-535-2200	CITY RETIREMENT CONTRIBUTION	13,813	
401-3191-535-2200	CITY RETIREMENT CONTRIBUTION	7,264	
401-3410-539-2200	CITY RETIREMENT CONTRIBUTION	8,477	
401-389-0000	FUNDING FROM RESERVES		79,371
402-3210-534-2200	CITY RETIREMENT CONTRIBUTION	20,002	
402-381-0010	TRANSFER FROM GENERAL FUND	$ -	$ 20,002
	Total Amendment	**$ 273,630**	**$ 273,630**

FUNDING SOURCE:
FY2025-2026 Budget

RECOMMENDED MOTION:
Adopt Resolution Number 2026-07

ATTACHMENTS:

1. Resolution Number 2026-07 - BA#3

RESOLUTION NO. 2026-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, PROVIDING FOR A BUDGET AMENDMENT

WHEREAS, the City Council of the City of Apopka, Florida, has determined that the Budget for Fiscal Year 2025/2026 should be amended; and

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

WHEREAS, the City Council adopted the final budgets for fiscal year 2025/2026 through resolution on September 17, 2025.

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

SECTION 1: That the Budget for the City of Apopka, Florida, and Fiscal Year 2025/2026 is hereby amended for an amount totaling **$273,630** as indicated in the staff report which is attached hereto and made part of this Resolution by reference.

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

ADOPTED THIS **4th DAY OF FEBRUARY, 2026**

CITY OF APOPKA, FLORIDA

_____
BRYAN NELSON, MAYOR

ATTEST:

_____
SUSAN BONE, CITY CLERK

City of Apopka
CITY COUNCIL STAFF REPORT

Section: PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)
Item #: 4.
Meeting Date: February 4, 2026
Department: Finance Department

SUBJECT:
Resolution No. 2026-08 Establishing a Rate Reduction (Decrease) for services provided by Water, Wastewater, and Reclaim Water Utilities

ACTION ITEM INFORMATION:

REQUEST:
Approval of Resolution No. 2026-08 Establishing a Rate Reduction (Decrease) for services provided by Water, Wastewater, and Reclaim Water Utilities

SUMMARY:
On September 17, 2025, City Council adopted Resolution No. 2025-38 establishing a 15.5% rate increase for services provided by the Water, Wastewater, and Reclaimed Water Utilities. During the discussions pertaining to the rate increase, the Administration instructed City staff to review the Fund 401 Utility Operations provided in the FY2026 Adopted Budget in an effort to improve revenues and identify operating efficiencies aimed at reducing the rate increase plan for years FY2026 to FY2029. Over the past few months, the following initiatives were implemented to assist with this objective:

1) On November 18, 2025, City Council adopted Resolution No. 2025-44 establishing an increase in Backflow Replacement Fees and Water, Wastewater, and Reclaimed Water Tap Fees to better align with the operating cost associated with each equipment item. In addition, Resolution No. 2024-44 included a surcharge fee for credit card payments received from our Utility Billing customers.

2) On January 7, 2026, City Council adopted Resolution No. 2025-45 establishing meter tampering fines to be imposed for any person who willfully or fraudulently, without the consent and authority of the City, tampers with a meter. The objective of the meter tampering fines is to create a deterrent and recover the cost incurred to repair the meter.

3) In addition, City staff have identified more operational efficiencies that will provide for reductions in plan operating expenses in FY2026 to FY2029. Such operational efficiencies include reductions in Overtime, SENSUS Metering System, Other Contractual Services, and Rentals and Leases for Fund 401 Utility Operations. Utilities Operations staff continued the meter replacement program and added a new base station tower for increased meter reading coverage.

4) Overall, the City staff worked with the Utility Rate Consultant, Mr. Shawn Ocasio, with Raftelis, to update the Utility Operation's Revenue Projections for FY2025 based on the un-audited amounts as of September 30, 2025 and the current revenue trends for October 2025 to December 2025. Shawn reviewed the updated revenue amounts for FY2025 and the revenue trends for October 2025 to December 2025 to determined if the trends for FY2025 are sustainable going forward.

In consideration of all the above, Shawn updated the Utility Rate Model, resulting in a rate reduction as follows:

Adopted Rate Increase Plan:

Description	FY 2026	FY 2027	FY 2028	FY 2029
Water System	15.5%	9.0%	6.0%	6.0%
Wastewater System	15.5%	9.0%	6.0%	6.0%
Reclaimed System	15.5%	9.0%	6.0%	6.0%

Revised Rate Plan (Going forward):

Description	FY 2026	FY 2027	FY 2028	FY 2029
Water System	10.0%	6.0%	6.0%	6.0%
Wastewater System	10.0%	6.0%	6.0%	6.0%
Reclaimed System	10.0%	6.0%	6.0%	6.0%

The adjusted increase of 10% shown is applied to the FY2025 rates, which resulted in an overall reduction of approximately 5% as listed in Exhibits 1, 2, and 3 attached. The rate decrease will not affect the current excellent bond rating of Aa2.

Resolution No. 2026-08 Establishing a Rate Reduction for services provided by Water, Wastewater, and Reclaim Water Utilities is attached incorporating the revised FY2026 rates, effective February 3, 2026.

FUNDING SOURCE:
FY2025/2026 Budget

RECOMMENDED MOTION:
Approval of Resolution No. 2026-08 Establishing a Rate Reduction (Decrease) for services provided by Water, Wastewater, and Reclaim Water Utilities

ATTACHMENTS:
1. Rate Reduction_Exhibit 1
2. Rate Reduction_Exhibit 2
3. Rate Reduction_Exhibit 3
4. Resolution No. 2026-08 Establishing the 2026 Rate Schedules for Water, Wastewater, & Reclaimed Water Services
5. Raftelis Rate Study Presentation 2-4-2026

Exhibit 1

Schedule of Existing and Proposed Water Rates

Line No.	Description	Existing Rates 2026	Revised 2026
1	**Proposed Rate Reduction (rounded)**	**N/A**	**5.00%**
	Residential		
2	Minimum Monthly Base Charge	$ 12.98	$ 12.36
	Usage Charges (per 1,000 Gallons):		
3	0 to 6,000 Gallons	$ 2.39	$ 2.28
4	6,001 to 15,000 Gallons	$ 2.95	$ 2.81
5	15,001 to 30,000 Gallons	$ 4.39	$ 4.18
6	Above 30,000 Gallons	$ 8.89	$ 8.47
	Commercial		
7	Minimum Monthly Base Charge	$ 15.55	$ 14.81
	Usage Charges (per 1,000 Gallons):		
8	0 to 6,000 Gallons	$ 2.86	$ 2.73
9	6,001 to 15,000 Gallons	$ 3.57	$ 3.40
10	Above 15,000 Gallons	$ 5.30	$ 5.05

11	Description	Prior 2025	Proposed 2026
12	**Revised Rate Increase (rounded)**	**N/A**	**10.00%**
	Residential		
13	Minimum Monthly Base Charge	$ 11.24	$ 12.36
	Usage Charges (per 1,000 Gallons):		
14	0 to 6,000 Gallons	$ 2.07	$ 2.28
15	6,001 to 15,000 Gallons	$ 2.55	$ 2.81
16	15,001 to 30,000 Gallons	$ 3.80	$ 4.18
17	Above 30,000 Gallons	$ 7.70	$ 8.47
	Commercial		
18	Minimum Monthly Base Charge	$ 13.46	$ 14.81
	Usage Charges (per 1,000 Gallons):		
19	0 to 6,000 Gallons	$ 2.48	$ 2.73
20	6,001 to 15,000 Gallons	$ 3.09	$ 3.40
21	Above 15,000 Gallons	$ 4.59	$ 5.05

Exhibit 2

Schedule of Existing and Proposed Wastewater Rates

Line No.	Description	Existing Rates 2026	Revised 2026
1	**Proposed Rate Reduction (rounded)**	**N/A**	**5.00%**
	Residential		
2	Minimum Monthly Base Charge	$ 27.60	$ 26.29
	Usage Charges (per 1,000 Gallons):		
3	0 Gallons up to and Including 12,000 Gallons	$ 4.59	$ 4.37
4	Maximum usage 12,000 Gallons (Total Bill Cap)	$ 82.68	$ 78.73
	Commercial		
5	Minimum Monthly Base Charge - 3/4" Meter	$ 30.55	$ 29.10
6	Minimum Monthly Base Charge - 1" Meter	$ 50.91	$ 48.49
7	Minimum Monthly Base Charge - 1 1/2" Meter	$ 101.82	$ 96.98
8	Minimum Monthly Base Charge - 2" Meter	$ 162.92	$ 155.17
9	Minimum Monthly Base Charge - 3" Meter	$ 305.47	$ 290.93
10	Minimum Monthly Base Charge - 4" Meter	$ 509.12	$ 484.88
11	Minimum Monthly Base Charge - 6" Meter	$ 1,018.26	$ 969.77
12	Minimum Monthly Base Charge - 8" Meter	$ 1,629.20	$ 1,551.62
13	Minimum Monthly Base Charge - 10" Meter	$ 2,341.96	$ 2,230.44
14	Minimum Monthly Base Charge - 12" Meter	$ 4,378.45	$ 4,169.96
	Usage Charges (per 1,000 Gallons):		
15	All Usage (No Cap)	$ 5.31	$ 5.06

16	Description	Prior 2025	Proposed 2026
	Proposed Rate Increase (rounded)	**N/A**	**10.00%**
	Residential		
17	Minimum Monthly Base Charge	$ 23.90	$ 26.29
	Usage Charges (per 1,000 Gallons):		
18	0 Gallons up to and Including 12,000 Gallons	$ 3.97	$ 4.37
19	Maximum usage 12,000 Gallons (Total Bill Cap)	$ 71.54	$ 78.73
	Commercial		
20	Minimum Monthly Base Charge - 3/4" Meter	$ 26.45	$ 29.10
21	Minimum Monthly Base Charge - 1" Meter	$ 44.08	$ 48.49
22	Minimum Monthly Base Charge - 1 1/2" Meter	$ 88.16	$ 96.98
23	Minimum Monthly Base Charge - 2" Meter	$ 141.06	$ 155.17
24	Minimum Monthly Base Charge - 3" Meter	$ 264.48	$ 290.93
25	Minimum Monthly Base Charge - 4" Meter	$ 440.80	$ 484.88
26	Minimum Monthly Base Charge - 6" Meter	$ 881.61	$ 969.77
27	Minimum Monthly Base Charge - 8" Meter	$ 1,410.56	$ 1,551.62
28	Minimum Monthly Base Charge - 10" Meter	$ 2,027.67	$ 2,230.44
29	Minimum Monthly Base Charge - 12" Meter	$ 3,790.87	$ 4,169.96
	Usage Charges (per 1,000 Gallons):		
30	All Usage (No Cap)	$ 4.60	$ 5.06

Exhibit 3

Schedule of Existing and Proposed Reclaimed Water Rates

Line No.	Description	Existing Rates 2026	Revised 2026
1	**Proposed Rate Reduction (rounded)**	**N/A**	**5.00%**
	Residential		
2	Minimum Monthly Base Charge (6,000 Gallon Minimum)	$ 12.99	$ 12.38
	Usage Charges (per 1,000 Gallons):		
3	6,001 to 15,000 Gallons	$ 2.24	$ 2.13
4	15,001 to 30,000 Gallons	$ 3.35	$ 3.19
5	Above 30,000 Gallons	$ 6.68	$ 6.36
	Commercial		
6	Minimum Monthly Base Charge (6,000 Gallon Minimum)	$ 15.63	$ 14.88
	Usage Charges (per 1,000 Gallons):		
7	6,001 to 15,000 Gallons	$ 2.69	$ 2.56
8	Above 15,000 Gallons	$ 3.98	$ 3.80
	Contract and Bulk Users		
9	Minimum Monthly Charge	$ 784.05	$ 746.71
10	Per Thousand Gallons With Site Storage [*]	$ 0.96	$ 0.91
	[*] Required storage shall be minimum of 14 days demand usable storage.		
11	Per Thousand Gallons Without Site Storage	$ 1.46	$ 1.39

12	Description	Prior 2025	Proposed 2026
	Proposed Rate Increase (rounded)	**N/A**	**10.00%**
	Residential		
13	Minimum Monthly Base Charge (6,000 Gallon Minimum)	$ 11.25	$ 12.38
	Usage Charges (per 1,000 Gallons):		
14	6,001 to 15,000 Gallons	$ 1.94	$ 2.13
15	15,001 to 30,000 Gallons	$ 2.90	$ 3.19
16	Above 30,000 Gallons	$ 5.78	$ 6.36
	Commercial		
17	Minimum Monthly Base Charge (6,000 Gallon Minimum)	$ 13.53	$ 14.88
	Usage Charges (per 1,000 Gallons):		
18	6,001 to 15,000 Gallons	$ 2.33	$ 2.56
19	Above 15,000 Gallons	$ 3.45	$ 3.80
	Contract and Bulk Users		
20	Minimum Monthly Charge	$ 678.83	$ 746.71
21	Per Thousand Gallons With Site Storage [*]	$ 0.83	$ 0.91
	[*] Required storage shall be minimum of 14 days demand usable storage.		
22	Per Thousand Gallons Without Site Storage	$ 1.26	$ 1.39

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA ESTABLISHING 2026 RATE SCHEDULES PERTAINING TO CITY OF APOPKA WATER USE CHARGES AND DEPOSITS, WASTEWATER USE CHARGES AND DEPOSITS, DISTRIBUTED WASTEWATER TREATMENT SYSTEM USE CHARGES AND DEPOSITS, AND RECLAIMED WATER RATES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 78-54, Code of Ordinances of the City of Apopka, establishes rate schedules to be adopted by resolution of the city council for Water Use Charges and Deposits, Wastewater Use Charges and Deposits, Distributed Wastewater Treatment System Use Charges and Deposits, and Reclaimed Water Rates; and

WHEREAS, the City provides the public with the ability to use credit cards and debit cards for payment of the above-listed obligations and continues to absorb fees charged by card providers; and

WHEREAS, the City Council has determined the cost of processing such fees should be paid by the card holder; and

WHEREAS, per s. 215.322, Florida Statutes, authorizes the City to add a surcharge to credit card transactions in an amount sufficient to cover the services charge imposed by card providers; and

WHEREAS, City Council has determined that the service charge implemented by this resolution reflects the amount necessary and sufficient to pay the service charges incurred by the City from card providers; and

WHEREAS, the City Council has determined that adopting Rate Schedules for the above-listed city utilities, including implementing service charges related to those city utilities, serves a municipal and public purpose.

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

SECTION I. The City Council hereby adopts the City's Water Use Charges and Deposits, **Schedule A**, attached hereto and by this reference incorporated herein.

SECTION II. The City Council hereby adopts the City's Wastewater Use Charges and Deposits, **Schedule B**, attached hereto and by this reference incorporated herein.

SECTION III. The City Council hereby adopts the City's Distributed Wastewater Treatment Use System Charges and Deposits, **Schedule C**, attached hereto and by this reference incorporated herein.

SECTION IV. The City Council hereby adopts the City's Reclaimed Water Rates, **Schedule D**, attached hereto and by this reference incorporated herein.

SECTION V. The City Council hereby adopts the City's Merchant Service Fees, **Schedule E,** attached hereto and by this reference incorporated herein.

SECTION VI. Resolution 2025-44 is hereby repealed in its entirety.

SECTION VII. This Resolution shall become effective February 3, 2026.

ATTEST

CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA

_____
Susan M. Bone
City Clerk

_____
Bryan Nelson
Mayor

APPROVED as to form and legal sufficiency

_____
Clifford B. Shepard
City Attorney

SCHEDULE A

CITY OF APOPKA WATER USE CHARGES AND DEPOSITS

The connection charge for water service includes the tap fee. A meter set fee shall be required for metered connections.

(a) Tap fee.

(1) The water tap fee does not include the cost of the meter and shall be as follows:

Water Service Size	Short Service	Long Service
¾"	$510.00	$945.00
1"	$510.00	$945.00
1½″	$730.00	$1,195.00
2″	$730.00	$1,195.00
Over 2″	$1,025.00	$1,520.00

(2) The term "short service" is defined as service located on the same side of a road or driveway of an existing reclaimed water line where the connections is to be made. The term "long service" is defined as service located on the opposite side of a road or driveway of an existing reclaimed water line where the connection is to be made. There will be an additional charge of $10.00 for every linear foot for service over 50 linear feet.

(3) An additional charge will be added equal to the county right-of-way permit fee whenever it is required.

(b) Meter set fee.

(1) The meter set fee shall be as follows:

Size of Meter	Single Service	Dual Service
¾″	$410.00	$321.00
1″	$483.00	n/a
1½″	$1,044.00	n/a
2″	$1,632.00	n/a
Over 2″	Actual cost plus 10%	

(2) All reclaimed water connections larger than two inches or involving potable water service larger than two inches will be performed by the contractor; however, in circumstances where the city elects to perform the work, the fee charged shall be the actual cost. The connection charge shall be waived for development activities that will furnish and install taps and backflow prevention devices in accordance with this chapter.

(3) Wireless service meters shall be installed for all development.

(c) Service charges. The following shall be the schedule of monthly rates and charges for water service provided by the city:

(1) Residential service. The charges for residential service shall be based upon the monthly amount of water used per dwelling unit as follows: a monthly service fee of $12.36 per dwelling unit, plus:

a. A charge of $2.28 per thousand gallons for the first 6,000 gallons used per dwelling unit per month.

b. A charge of $2.81 per thousand gallons for each thousand gallons of water used greater than 6,000 gallons per dwelling unit per month, up to and including 15,000 gallons.

c. A charge of $4.18 per thousand gallons for each thousand gallons of water used greater than 15,000 gallons per dwelling unit per month, up to and including 30,000 gallons.

d. A charge of $8.47 per thousand gallons for any water used over and above 30,000 gallons per dwelling unit per month.

(2) Commercial water service. The monthly charge for commercial service shall be determined per each separate commercial or business unit, for office buildings (per commercial or business unit), service stations, department stores, service businesses, churches, clubs, hospitals, professional office units, etc. A separate business would usually, but not always, be identified as any operation requiring an occupational license from the city, where applicable. Irrigation of common areas in both residential and nonresidential developments

shall fall within the commercial rate structure. The usage shall be as measured by the water consumption at the water meter, and the monthly charges shall be as follows: a monthly service fee of $14.81 per unit, plus:

a. A charge of $2.73 per thousand gallons for the first 6,000 gallons used per unit per month.

b. A charge of $3.40 per thousand gallons for each thousand gallons of water used greater than 6,000 gallons per unit per month, up to and including 15,000 gallons.

c. A charge of $5.05 per thousand gallons for each thousand gallons of water used over and above 15,000 gallons per unit month.

(3) City recreation and parks service. City-maintained grounds, rights-of-way, parks, and recreational facilities shall be charged for service at $1.12 per thousand gallons.

(4) Wholesale service. Rates for wholesale users shall be negotiated on a case-by-case basis with final approval of the rate by the city council.

(d) Initiation of service. A service charge of $35.00 shall be imposed for each initiation of water service.

(e) Meter reading re-check. Manual meter re-check in excess of one per calendar year shall incur a fee of $35.00.

(f) Proration of charges. There shall be no proration of fees.

(g) Deposit. For each residential customer requesting water service, a utility deposit of $60.00 per dwelling unit shall be paid by each customer, unless otherwise provided in this chapter. For each commercial customer requesting water service, a utility deposit of $120.00 per unit shall be paid by each customer, unless otherwise provided in this chapter. A utility deposit of $2,000.00 per meter for a temporary construction site hydrant meter shall be paid by each customer, unless otherwise provided in Chapter 78, Code of Ordinances, City of Apopka.

(h) Deposit for newly annexed property. The city will waive the deposit requirement for any county customer who connects to the city water system within twelve (12) months of annexing into the city, provided the customer maintains a good payment history.

(i) Miscellaneous Charges.

Late Charge (for payments not received by due date)	Ten (10%) of total bill amount
Non-sufficient Funds charge / Returned Check Fee	• $25.00, for checks less than $49.99 • $30.00, for checks between $50.00 and $300.00 • $40.00, for checks more than $300.01

Delinquent Reconnection Charge	$70.00
Miscellaneous Site Visit	$35.00
After Hours Site Visit Fee	$50.00

SCHEDULE B

CITY OF APOPKA WASTEWATER USE CHARGES AND DEPOSITS

(a) Service charges. The following shall be the schedule of monthly rates and charges for wastewater treatment provided by the city:

(1) Residential service. The charges for residential service shall be based upon the monthly amount of water used per dwelling unit as follows:

a. A monthly service fee of $26.29 per dwelling unit, plus a charge of $4.37 for each 1,000 gallons of water used per dwelling unit per month, up to and including 12,000 gallons, excluding separately metered irrigation usage.

b. The maximum service fee for residential service shall be $78.73 per dwelling unit per month.

(2) Commercial wastewater service. The monthly charge for city commercial service shall be determined per each separate commercial or business unit, for office buildings (per commercial or business unit), service stations, department stores, service businesses, churches, clubs, hospitals, professional office units, etc. A separate business would usually, but not always, be identified as any operation requiring an occupational license from the city, where applicable. The usage shall be as measured by the water consumption at the water meter, and the monthly charges shall be as follows:

Water Meter Size	Monthly Base Charge
¾”	$29.10
1”	$48.49
1-1/2”	$96.98
2”	$155.17
3”	$290.93
4”	$484.88
6”	$969.77
8”	$1,551.62
10”	$2,230.44
12”	$4,169.96

Additionally, a charge of $5.06 for each 1,000 gallons of potable water used per unit per month, excluding separately metered irrigation usage, shall be included.

(3) Wholesale service. Rates for wholesale users shall be negotiated on a case-by-case basis with final approval of the rate by the city council.

(b) Sewer tap fee. The costs of extending or installing six-inch sewer lateral shall be $1,680.00 up to 25 feet and including clean out. For additional footage beyond 25 feet, the charge shall be $75.00 per linear foot. The costs of any applicable county or state permits will also be an additional charge.

(c) Meter reading re-check. Manual meter re-check in excess of one per calendar year shall incur a fee of $35.00.

(d) Proration of charges. There shall be no proration of fees.

(e) Deposit. For each residential customer requesting wastewater service, a utility deposit of $95.00 per unit shall be paid by each customer, unless otherwise provided in Chapter 78, Code of Ordinances, City of Apopka. For each commercial customer requesting wastewater service, a utility deposit of $190.00 per unit shall be paid by each customer, unless otherwise provided in this chapter.

(f) Deposit for newly annexed property. The city will waive the deposit requirement for any county customer who connects to the city water system within twelve (12) months of annexing into the city, provided the customer maintains a good payment history.

SCHEDULE C

CITY OF APOPKA

DISTRIBUTED WASTEWATER TREATMENT SYSTEM USE CHARGES AND DEPOSITS

(a) Residential Service charges. The charges for residential service shall be based upon the monthly operations and maintenance of the unit per dwelling unit as follows, a monthly service fee of $7.81 per dwelling unit, plus a charge of $36.60 for the maintenance and operation of the unit.

(b) Rate adjustments. All distributed wastewater treatment system charges established in subsection (a) of this Schedule C shall be adjusted on October 1 of each year through the adoption of the city's annual budget, in accordance with the monthly rate set by the distributed wastewater treatment system service provider.

(c) Proration of charges. There shall be no proration of fees.

(d) Deposit. There is no deposit required at this time.

SCHEDULE D

CITY OF APOPKA RECLAIMED WATER RATES

The connection charge for reclaimed water service will consist of the tap fee and the fee for installing a backflow prevention device on each potable water service. A meter set fee shall be required for metered connections.

(a) Tap fee.

(1) The reclaimed water tap fee does not include the cost of the meter and shall be as follows:

Reclaimed Water Service Size	Short Service	Long Service
¾"	$510.00	$945.00
1"	$510.00	$945.00
1½"	$730.00	$1,195.00
2"	$730.00	$1,195.00
Over 2"	$1,025.00	$1,520.00

(2) The term "short service" is defined as service located on the same side of a road or driveway of an existing reclaimed water line where the connections is to be made. The term "long service" is defined as service located on the opposite side of a road or driveway of an existing reclaimed water line where the connection is to be made. There will be an additional charge of $10.00 for every linear foot for service over 50 linear feet.

(3) An additional charge will be added equal to the county right-of-way permit fee whenever it is required.

(b) Backflow prevention fee*. The backflow prevention fee shall be as follows:

Water Service Size	Fee (inside city limits)	Fee (outside city limits)
¾"	$380.00	$380.00
1"	$405.00	$405.00
1½"	$825.00	$825.00
2"	$920.00	$920.00
Over 2"	Actual cost plus 10%	Actual cost plus 10%

Fee applies to dual service accounts with a potable water meter.

(c) Meter set fee.

(1) The meter set fee shall be as follows:

Size of Meter	Single Service	Dual Service
¾″	$410.00	$321.00
1″	$483.00	n/a
1½″	$1,044.00	n/a
2″	$1,632.00	n/a
Over 2″	Actual cost plus 10%	

(2) All reclaimed water connections larger than two inches or involving potable water service larger than two inches will be performed by the contractor; however, in circumstances where the city elects to perform the work, the fee charged shall be the actual cost. The connection charge shall be waived for development activities that will furnish and install taps and backflow prevention devices in accordance with this chapter.

(3) Wireless service meters shall be installed for all development.

(d) Service charges. The following shall be the schedule of monthly rates and charges for reclaimed water provided by the city:

(1) Residential service. The charges for residential service shall be based upon the monthly amount of reclaimed water consumed per dwelling unit as follows: a monthly service fee of $12.38, which will include 6,000 gallons of reclaimed water per dwelling unit, plus:

a. A charge of $2.13 for each 1,000 gallons over 6,000 gallons per dwelling unit per month, up to and including 15,000 gallons of reclaimed water.

b. A charge of $3.19 or each 1,000 gallons over 15,000 gallons per dwelling unit per month of reclaimed water.

c. A charge of $6.36 for each 1,000 gallons over 30,000 gallons per dwelling unit per month of reclaimed water.

(2) Commercial reclaimed water service. The monthly charge for commercial service shall be determined per each separate commercial or business unit, for office buildings (per

commercial or business unit), service stations, department stores, service businesses, churches, clubs, hospitals, professional office units, etc. A separate business would usually, but not always, be identified as any operation requiring an occupational license from the city, where applicable. Irrigation of common areas in both residential and nonresidential developments shall fall within the commercial rate structure. The usage shall be as measured by the reclaimed water consumption at the meter, and the monthly charges shall be as follows: a monthly service fee of $14.88, which will include 6,000 gallons of reclaimed water per unit, plus:

a. A charge of $2.56 for each 1,000 gallons over 6,000 gallons per unit per month, up to and including 15,000 gallons of reclaimed water.

b. A charge of $3.80 for each 1,000 gallons over 15,000 gallons per unit per month of reclaimed water.

(3) Consumptive use rate for contract and bulk users will be $0.91 per 1,000 gallons with on-site storage and $1.39 per 1,000 gallons without on-site storage. Required storage shall accommodate a minimum 14-day demand. At no time should a bulk user be charged less than $746.71 per month.

(4) Contracts for bulk users who use less than 100,000 gallons per day may be negotiated with the approval of council.

(5) Wholesale service. Rates for wholesale users shall be negotiated on a case-by-case basis with final approval of the rate by the city council.

(e) Waiver of fees. The mayor or his designee may adjust or waive reclaimed charges to bulk users willing to take reclaimed water for storage at the request of the city.

(f) Proration of charges. There shall be no proration of fees.

(g) Deposit. For each residential customer requesting reclaimed water service, a utility deposit of $60.00 per dwelling unit shall be paid by each customer, unless otherwise provided in this chapter. For each commercial customer requesting reclaimed water service, a utility deposit of $120.00 per unit shall be paid by each customer, unless otherwise provided in Chapter 78, Code of Ordinances, City of Apopka.

(h) Deposit for newly annexed property. The city will waive the deposit requirement for any county customer who connects to the city water system within twelve (12) months of annexing into the city, provided the customer maintains a good payment history.

SCHEDULE E

CITY OF APOPKA MERCHANT SERVICES FEES

The surcharge for credit card payments for all utility services will consist of the following:

(a) Credit Card Fees.

(1)

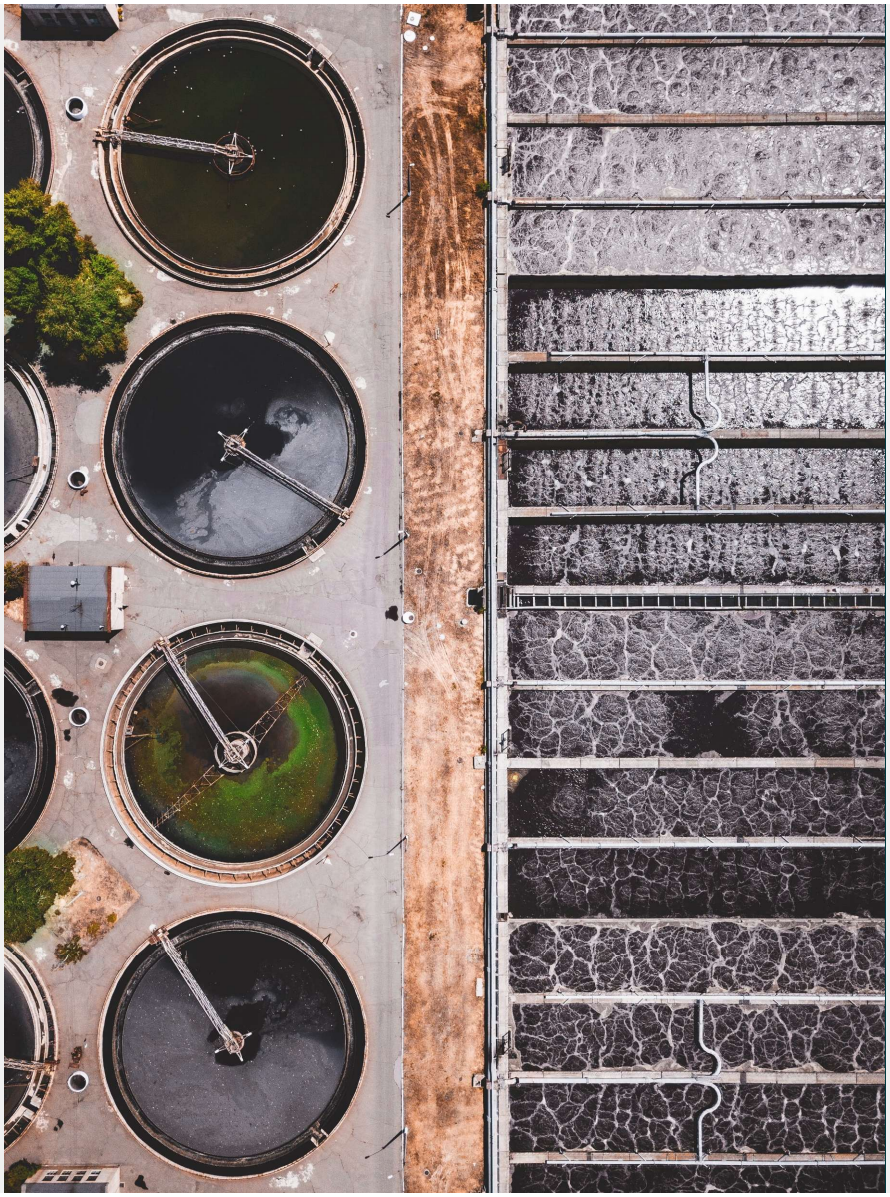
Payment Method	Credit Card Fees
Telephone	3.00%
Online	1.96%
Walk-in	1.50%

City of Apopka

Water, Wastewater, and Reclaimed Water Utility Rate Study Update

Presented: February 4th, 2026

RAFTELIS



Agenda

1. Recap of Recently Completed Study
2. Review Alternative Scenario Analysis
3. Summary Findings and Revised Rate Adjustment Recommendations

Recap of Recently Completed Study

- Review of major assumptions such as customer growth, rate and other revenues, operating expenses, debt service payments, transfers, Capital Improvement Program (CIP) and related funding plan
- Major issues impacting rates:
  - Significant capital improvement program to upgrade and expand system
  - Future increase in annual debt service payments due to additional borrowing to fund major capital projects in the capital improvement plan
  - Inflationary increases in operating expenses and additional personnel needs
- Review major considerations such as cashflow, liquidity / cash balances, and debt service coverage (loan covenant requirements)
- Rate comparison and discussion on table showing significant rate increases affecting many other communities across the state

Recap of Recently Completed Study (cont.)

- Adopted Rate Increase Plan

Description	FY 2026	FY 2027	FY 2028	FY 2029
Water System	15.5%	9.0%	6.0%	6.0%
Wastewater System	15.5%	9.0%	6.0%	6.0%
Reclaimed System	15.5%	9.0%	6.0%	6.0%

- City Initiatives to Improve Revenues and Reduce Rate Increase Plan
  - › Miscellaneous fee adjustments
    - – Tap and backflow fees and credit card fees
  - › Review potential improved billings from meter replacement program
    - – Potential for additional rate revenue to mitigate rate adjustments
  - › Review certain projected expenditures for possible reductions in forecast

Alternative Scenario Analysis

- Assumption Updates provided by the City:
  - Improved rate revenue forecast based on revised billing information - $2.1 million+
  - Increases in other revenues associated with revised Tap Fees, Backflow Fees and Credit Card Fees – Combined revenue increase of approx. $134,000 per year
  - Update forecast model for line-item adjustments to operating expenditure forecast based on revised cost estimates
    - Decreased operating expenses compared to Study by approximately $900,000+ per year in FYs 2026/2027 – 2029
  - Approx. $39.8 million in additional project costs due to revised cost estimates
  - City pursuing State Revolving Fund (SRF) loans and principal forgiveness
    - SRF has initially committed to providing $36.9 million in principal forgiveness
    - Net increase in project costs of approx. $3.1 million
      - To be financed associated with these increases

Alternative Scenario Analysis (cont.)

- Revised Rate Plan (Going forward)

Description	FY 2026 [*]	FY 2027	FY 2028	FY 2029
Water System	10.0%	6.0%	6.0%	6.0%
Wastewater System	10.0%	6.0%	6.0%	6.0%
Reclaimed System	10.0%	6.0%	6.0%	6.0%
[*] Adjusted increases shown applied to 2025 rates. Results in overall reduction of approximately 5%.				

- Cumulative increase of approx. 31% by 2029
  - › Lower than currently adopted rate path
- Rates generate sufficient margins to meet coverage requirements as new debt comes on later in forecast
- Rates generate sufficient cashflow to achieve cash balances at minimum targeted level of 150+ Days by 2029

Observations and Recommendations (cont.)

- Consider adopting proposed revised rate adjustment plan
- Positive cashflow maintained through end of forecast period
- All coverage requirements are fulfilled during forecast period
- Operating reserves build to targeted 180 day level by 2029

Q&A