



APOPKA CITY COMMISSION AGENDA

May 6, 2026 1:30 PM

Apopka City Hall Commission Chambers

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

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

CALL TO ORDER

INVOCATION

PLEDGE

PUBLIC COMMENT PERIOD

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

APPROVAL OF MINUTES

1. **Approval of Regular City Commission Meeting Minutes of April 15, 2026.**

AGENDA REVIEW

PROCLAMATION

1. **National Public Works Week**
Presented by: Mayor Nesta
2. **Municipal Clerk's Week**
Presented by: Mayor Nesta

PRESENTATION

1. **Sunshine Law Review**
Presented by: Cliff Shepard

CONSENT (Action Item)

1. **Execute Release of Code Enforcement Lien for 2286 Lake Francis Drive**

2. **Execute Release of Code Enforcement Lien for 628 E Magnolia Street**
3. **Execute Release of Code Enforcement Lien for 147 E Sandpiper Street**
4. **Execute Release of Code Enforcement Lien for 61 W Michael Gladden Boulevard**
5. **Authorize the Issuance of Evaluated Source Memo to: Great Lakes Carpet & Tile DBA Total Flooring Source**
6. **Authorize the contract renewal for a continuation of grant administration services to: Fred Fox Enterprises, Inc., per the assigned terms.**
7. **Authorize the Finance Director to accept and execute the FDEP (L0126) Original Agreement in the amount of \$1,057,500.00 for the Apopka Replacement of Asbestos Cement and Galvanized Drinking Water Pipes project.**

BUSINESS (Action Item)

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. **Ordinance Number 3157 - First Reading – Small-Scale Future Land Use Amendment – 171 W. Orange St and 15 N. Washington Ave**
 Owner(s): JV CV Residential Properties LLC
 Applicant(s): Alynne Cordray
 Parcel Identification Number(s): 09-21-28-1972-01-220 and 09-21-28-1972-01-221
 Location: 171 W. Orange Street and 15 N. Washington Avenue
 Project: Small-Scale Future Land Use Amendment
 Existing Future Land Use: Residential Low
 Existing Density: 5 dwelling units per acre
 Proposed Future Land Use: Mixed-Use
 Proposed Density: 15 dwelling units per acre
 Existing Use(s): Residential
 Existing Zoning: MU-D (Mixed-Use Downtown)
 Tract Size: 0.9 +/- Acres
 Proposed Use: Residential Development
 Proposed Number of Units: 2 Townhome buildings consisting of 8 Units (4 units in each townhome)
 School Zone: Apopka ES, Apopka Memorial MS, Apopka HS
 Project Manager: Jun Sohn, Ph.D.

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT

CITY COMMISSIONERS' REPORTS

MAYOR'S REPORT

1. **Monthly Workshops**
2. **Budget Workshop - May 13, 2026 at 6pm**
3. **City Commission Meeting Dates and Times**

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 Commission 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 Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission 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 Commission 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 Commission Chambers or exit the City Commission 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 Commission Meeting held on April 15, 2026 at 7:13 PM, in the City of Apopka Commission Chambers.

Present:

- Mayor Bryan Nelson
- Commissioner Diane Velazquez
- Commissioner Nick Nesta
- Commissioner Alexander Smith
- Commissioner Nadia Anderson
- Attorney Patrick Brackins

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** – Proclamations.
- **Ian Kimbrell** – High water bills, increases and rates.
- **Sylvester Hall** – Voter turnout and leadership.
- **Albert McKimmie** – New administration misunderstandings, emails, ethic complaints and decorum.
- **Virginia Street** – Unhoused and needy in Apopka, weather conditions.
- **Dr. Jim Moyer** – Orange Soil & Water committee members, criteria.
- **Isadora Dean** – Gave thanks to the Mayor and Commissioner Smith for their service and congratulated the newly elected officials.
- **Maribel Brinkle** – Gave thanks for the past support from the Commission preserving the history and the Apopka Museum.

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

APPROVAL OF MINUTES

1. Approval of Regular City Commission Meeting Minutes of April 1, 2026.
 - a. **Mayor Nelson** asked for a motion to approve the minutes from April 1, 2026.

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

AGENDA REVIEW

- **Radley Williams, Interim City Administrator**, pulled Business Item #1: Pension Settlement with Empower to allow more time for a response from Empower.

PROCLAMATION

1. Denim Day
Presented by: Mayor Nelson
2. Autism Acceptance Month
Presented by: Mayor Nelson
3. International Firefighters' Day
Presented by: Mayor Nelson

PRESENTATION

1. FDOT District 5 Traffic Operations and FLASH Award
Presented by: Tricia Ballard, FDOT
2. Regional Trail Connectivity & Wildlife Corridor Partnership Opportunity with the Central Florida Expressway Authority (CFX) and Florida Fish & Wildlife Conservation Commission (FWC)
Presented by: Jean Sanchez, Senior Planner

CONSENT (Action Item)

1. An Emergency Designation under the Public Works - Emergency Reconstruction of Wolf Creek Court.
2. Award a contract for RFP 2026-A-276: Code Enforcement Software.
3. Accept the disbursement report for March 2026.
4. City of Apopka FY2026 Budget-to-Actual for Six Months Ending March 31, 2026.
 - a. **Mayor Nelson** asked for a motion to approve four (4) consent agenda items.
 - b. **Motion** carried by **Commissioner Smith** and seconded by **Commissioner Anderson**.
 - c. **Motion carried unanimously.**

BUSINESS (Action item)

1. **Pension Settlement with Empower**
Presented by: Bryan Nelson, Mayor
Item postponed.
2. **Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025 from Mauldin and Jenkins, LLC.**
Presented by: Blanche Sherman, Finance Director

Mayor Nelson opened public comment period.

- **Sylvester Hall** – Audit being reviewed by the Commission prior to this meeting.

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 Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025 from Mauldin and Jenkins, LLC.
- b. **Commission decided to not make a Motion.**

PUBLIC HEARINGS/ ORDINANCES/ RESOLUTIONS (ACTION ITEMS)

1. **Ordinance No. 3150 — Second Reading — Comprehensive Plan, Future Land Use Element Text Amendment — Wyld Oaks**
Owner(s): Kelly Park VB Development, LLC
Applicant(s): Lowndes, Drosdick, Doster, Kantor & Reed, P.A. c/o Tara L. Tedrow, Esq.
Location: Southwest corner of Kelly Park Road and SR 429
Parcel ID(s): 13-20-27-4300-01-000, 13-20-27-9480-01-000; 13-20-27-9480-00-001; 13-20-27-9480-08-000, 13-20-27-9480-00-002, 13-20-27-9480-01-000, 13-20-27-9480-02-000, 13-20-27-9480-03-000
Project: 304.28 +/- acres
Density: Minimum 0 dwelling units per gross acre; Maximum 27.5 dwelling units per gross acre (approximately 4,675 units for 170 acres); Bonus up to 30 dwelling units per gross acre when at least 30% open space is provided.
Intensity: Minimum 0.1 floor area ratio (FAR) district-wide; Maximum FAR not fixed, but regulated through building height (up to 10 stories), block and street standards, and open space distribution.
Existing Use: Vacant
Proposed Zoning: KPI-MU (Kelly Park Interchange - Mixed-Use), Wyld Oaks Town Center Overlay District
Existing FLU: Mixed Use
Project Manager: Jean Sanchez
Presented by: Jean Sanchez, Senior 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. 3150.
- b. **Motion by Commissioner Nesta** and seconded by **Commissioner Velazquez**.
- c. **Motion carried unanimously.**

2. **Ordinance No. 3118 — Second Reading — Land Development Code (LDC) Text Amendment — Town Center Overlay District (Wyld Oaks)**

Owner(s): Kelly Park VB Development, LLC

Applicant(s): Lowndes, Drosdick, Doster, Kantor & Reed, P.A. c/o Tara L. Tedrow, Esq.

Location: Southwest corner of Kelly Park Road and SR 429

Parcel ID(s): 13-20-27-4300-01-000, 13-20-27-9480-01-000; 13-20-27-9480-00-001; 13-20-27-9480-08-000, 13-20-27-9480-00-002, 13-20-27-9480-01-000, 13-20-27-9480-02-000, 13-20-27-9480-03-000

Project: 304.28 +/- acres

Density: Minimum 0 dwelling units per gross acre; Maximum 27.5 dwelling units per gross acre (approximately 4,675 units for 170 acres); Bonus up to 30 dwelling units per gross acre when at least 30% open space is provided.

Intensity: Minimum 0.1 floor area ratio (FAR) district-wide; Maximum FAR not fixed, but regulated through building height (up to 10 stories), block and street standards, and open space distribution.

Existing Use: Vacant

Proposed Zoning: KPI-MU (Kelly Park Interchange - Mixed-Use), Wyld Oaks Town Center Overlay District

Existing FLU: Mixed Use

Project Manager: Jean Sanchez

Presented by: Jean Sanchez, Senior Planner

Mayor Nelson opened public comment period.

- **Albert McKimmie** – Pioneering Agreement and the KPI, Golden Gem Road width.

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. 3118.
- b. **Motion by Commissioner Nesta** and seconded by **Commissioner Smith**.
- c. **Motion carried unanimously.**

3. **Ordinance Number 3132 – Second Reading -Small-Scale Future Land Use Amendment – 606 S. Hawthorne Avenue**
Owner(s): Reason for the season LLC
Applicant: Jean Abi-Aoun
Parcel Identification Number(s): 09-21-28-0868-02-001
Location: 606 S. Hawthorne Avenue
Existing Future Land Use: Mixed Use, Commercial
Proposed Future Land Use: Industrial
Existing Use(s): Industrial
Existing Zoning: MU-ES-GT (Mixed-Use-East Shore-Gateway), I-L (Light Industrial)
Tract Size: 7.68 +/- Acres
Proposed Use: Light Industrial Development
Presented by: Jun Sohn, 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. 3132.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta**.
- c. **Motion carried unanimously.**

4. **Ordinance Number 3133 – Second Reading - Change of Zoning – 606 S. Hawthorne Avenue**
Owner(s): Reason for the season LLC
Applicant: Jean Abi-Aoun
Parcel Identification Number(s): 09-21-28-0868-02-001
Location: 606 S. Hawthorne Avenue
Existing Zoning: MU-ES-GT (Mixed Use East Shore Gateway), I-L (Light Industrial)
Proposed Zoning: I-L (Light Industrial)
Existing Use(s): Industrial
Existing Future Land Use: Mixed Use, Commercial
Tract Size: 7.68 +/- Acres
Proposed Use: Light Industrial Development
Presented by: Jun Sohn, 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. 3133.
- b. **Motion by Commissioner Smith** and seconded by **Commissioner Nesta**.
- c. **Motion carried unanimously.**

5. Ordinance No. 3155 - Second Reading - Annexation - Raulerson

Owner(s): Adelbert D. Raulerson III, Adelbert D. Raulerson Jr
Applicant(s): Lonnie N. Groot
Parcel Identification Number: 28-20-28-0000-00-079, 28-20-28-0000-00-087
Location: 2104 Rock Springs Road, unaddressed parcel (28-20-28-0000-00-087)
Future Land Use: N/A
Existing Use: Vacant Parcels
Current Zoning: County A-1 (Agricultural District)
Tract Size: 3.46 +/- acre(s)
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. 3155.
- b. **Motion** by **Commissioner Nesta** and seconded by **Commissioner Smith**.
- c. **Motion carried 3 to 2, with Commissioners Velazquez and Anderson voting Nay.**

6. Resolution 2026-23 - Vacation of Right-of-Way 1112 Schopke-Lester Road

Applicant(s): Jonathan Huels, Esq.
Location: 1112 Schopke-Lester Road
Density: N/A, vacation of right-of-way
Project Manager: Bobby Howell, AICP
Presented by: Bobby Howell, Planning Manager

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. 2026-23.
- b. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Nesta**.
- c. **Motion carried unanimously.**

7. Resolution No. 2026-26 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. 2026-26.
- b. **Motion** by **Commissioner Velazquez** and seconded by **Commissioner Smith**.
- c. **Motion carried unanimously.**

CITY COMMISSION REPORTS

CITY ADMINISTRATOR’S REPORT

CITY ATTORNEY’S REPORT

FAREWELL REMARKS

1. Remarks by Commissioner Alexander Smith.
2. Remarks by Mayor Bryan Nelson.

ADJOURNMENT

The meeting adjourned at 9:01 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



PROCLAMATION

WHEREAS, Public Works professional focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Apopka, Florida; and

WHEREAS, the infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for citizens, civic leaders and children in Apopka, Florida to gain knowledge of and maintain an ongoing interest and understanding of the importance of Public Works and Public Works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Nick Nesta, Mayor of the City of Apopka, Florida, do hereby proclaim the week of May 17 through May 23, 2026, to be National Public Works Week in the City of Apopka and urge all citizens to join in recognizing and honoring the dedicated Public Works employees who play a crucial role in keeping our communities safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed this 6th day of May 2026.

Nick Nesta, Mayor

ATTEST:

Susan Bone, City Clerk



PROCLAMATION

WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government, exists throughout the world, and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the Office of the Professional Municipal Clerks through participation in educational programs, seminars, workshops and the annual meetings of their state, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW THEREFORE, I, Nick Nesta, Mayor of the City of Apopka, Florida, do hereby recognize the week of May 3 through May 9, 2026, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Susan Bone, and to all our Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed this 6th day of May 2026.

ATTEST:

Nick Nesta, Mayor

Susan Bone, City Clerk

“LET THE SUNSHINE IN”

Public Meetings Law

Chapter 286 F.S.

Clifford B. Shepard



Florida Constitution Article I, section 24 (b)

(b) All **meetings** of any **collegial public body** of the executive branch of state government or of any collegial public body of a county, **municipality**, school district, or special district, at which **official acts are to be taken** or at which **public business** of such body is to be **transacted or discussed**, shall be **open and noticed** to the public and meetings of the legislature shall be open and noticed as provided in Article III, Section 4(e), except with respect to meetings exempted pursuant to this section or specifically closed by this Constitution.

Florida Statute 286.011

- (1) All **meetings** of any board or commission of any state agency or authority or of any **agency or authority** of any county, **municipal** corporation, or political subdivision, except as otherwise provided in the Constitution, at which **official acts are to be taken** are declared to be public meetings **open to the public at all times**, and **no resolution, rule, or formal action** shall be considered **binding** except as taken or made at such meeting. The board or commission must provide **reasonable notice** of all such meetings.

Florida Statute 286.011

- 2) The **minutes** of a meeting of any such board or commission of any such state agency or authority shall be **promptly recorded**, and such records shall be **open to public inspection**. The circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state.

Notice

Reasonable

Location

Restaurant ✘

Private club ✘

Identification required ✘

In city limits 📁

No “CHILLING” effect

Minutes

Summary v. verbatim

Draft is a public record

Must be approved timely



Florida Statute 286.011 = MEETING LOCATION

- (6) All **persons** subject to subsection (1) are **prohibited from holding** meetings at any facility or **location** which **discriminates on the basis of sex, age, race, creed, color, origin, or economic status** or which **operates** in such a manner as to **unreasonably restrict public access** to such a facility.
- **Public meetings must be accessible to the physically handicapped Chapter 286.26 FS**

Florida Statute 286.011

- **Knowingly attending a meeting in violation of the statute is a misdemeanor of the second degree**
- **Conduct outside the State is a misdemeanor of the second degree**
- **A court may assess an attorney's fee against you for enforcement of this statute unless you have sought and followed the advice of the city's attorney**

What is a public meeting?

Florida Constitution

Meeting of a collegial public body at which official acts taken or business discussed

Florida Statutes

Meeting at which official acts taken

Case Law

All meetings where there are discussions of matters which may foreseeably come before a board or commission

“All meetings” include staff, committees, temporary groups or even a single person.

Yes, Prosecutions Still Happen

Grand Jury To Review Century Town Operations; Council Members Charged With Sunshine Law Violations

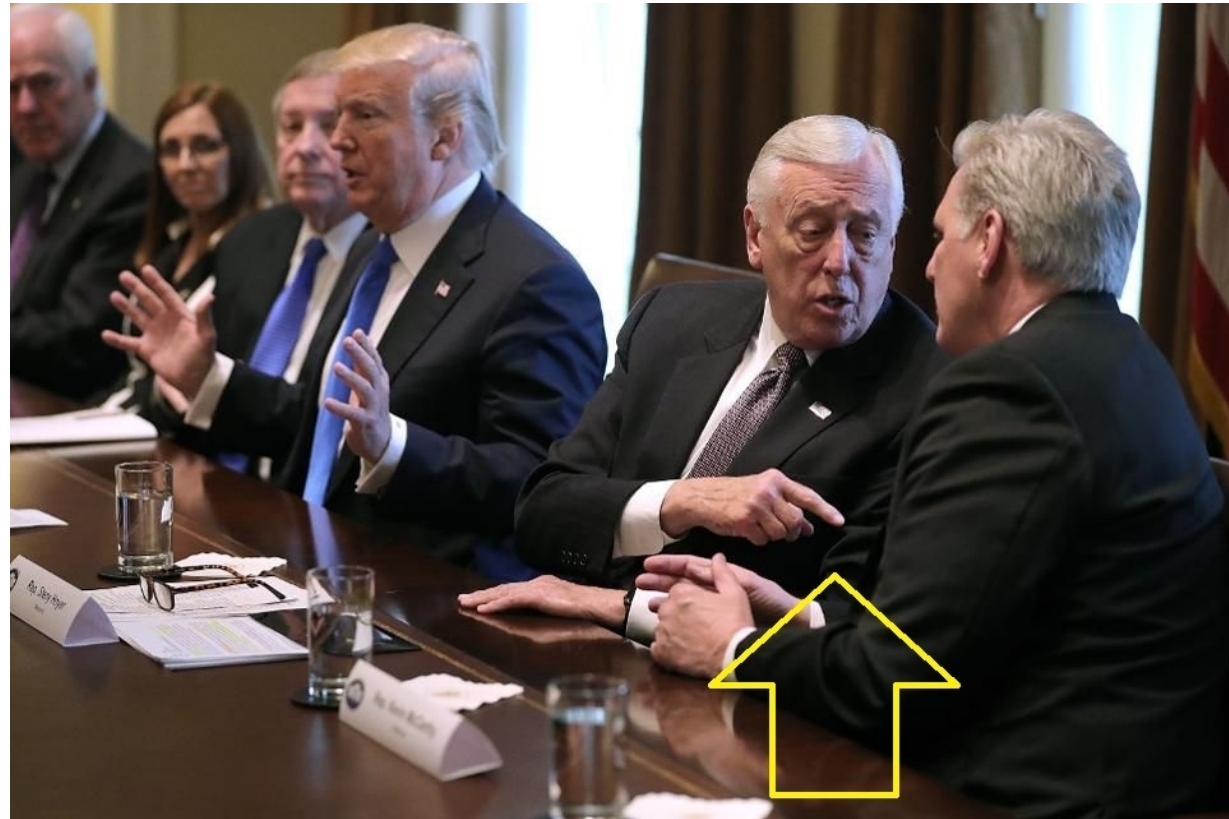
January 4, 2019



A grand jury will investigate operations of the Town of Century, and three council members have been charged with violating the Sunshine Law.

“A number of issues have been brought to the attention of the State Attorney’s Office regarding the manner in which the town has operated, and these are the issues that may brought before the grand jury,” Assistant State

What's going on here?



The fact that we don't know IS the point.

W.D. Childers goes to jail

Ex-Senate president goes to jail

■ W.D. Childers starts a 60-day sentence for Sunshine Law violations — even as his lawyer asks a judge to set him free.



AP
W.D. Childers comments briefly as he enters jail Tuesday in Pensacola. He said he had no reason to be scared. 11

Florida Statute 286.011

- The statute is “broadly construed to effect it’s remedial and protective purposes.”
- Applicable to elected and appointed bodies
- Substantial delegation affecting a decision...single individual
- Recommendations limit choices; part of decision process
- Fact finding only IS AN EXCEPTION: **EXCEPT FOR ELECTED BODIES!**

Major Exceptions – ALL STATUTORY

- Pending litigation...settlement negotiations or strategy sessions related to litigations expenditures...limited attendees
- Labor negotiations-bargaining team – exemption as to public meetings and public records Chap 447 F.S.
- Risk management committee
- Security system meeting
- Negotiation with a vendor

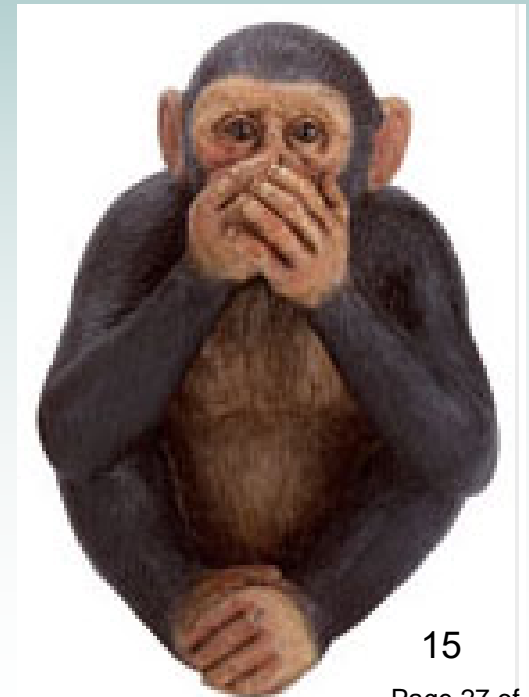
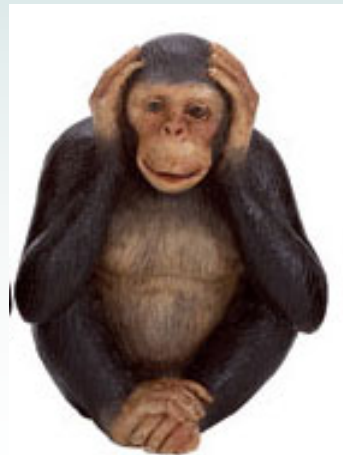
Exchange of written memorandums

- First bite at the apple
- No response



Outside Contact

- You can socialize with other board members
- You can attend the same meeting....**BUT...**



You Can Cure a Violation

- No rubber stamp meeting
- Ultimate decision safeguarded
- Multiple cases describing proper procedure

Cure...

Don't Ignore



Notice

Location

Minutes

Current Challenges

E-mail...twitter...texting...Facebook...websites

Times editorials

Digital age Sunshine

Florida has a proud history of strong open-government laws. But they haven't always kept pace with progress. Consider, for example, the city council members who text or e-mail each other during meetings to skirt open communication. That's not in the public interest.

Now a 178-page report produced by a special governor's commission provides the road map for Gov. Charlie Crist and the Legislature to bring Florida's strong reputation for Sunshine into the 21st century.

Open government is at the core of a representative democracy. Florida's Sunshine laws are the means to ensure

Reform, after holding four public hearings across the state, unanimously approved its final report for the governor. Among its recommendations:

- Make all government contracts above a certain dollar amount accessible through the Internet, giving Floridians the tools needed to be public watchdogs.

of these public records.

- Ban government officials from using electronic communications during public meetings.

- Prohibit state agencies from charging a special fee for redacting the contents of a public record that is exempt from public view (such as the Social Security numbers of employees or a law enforcement officer's home address).

The commission was composed of a cross-section of public officials and open government advocates, including the past president of the Florida Society of Newspaper Editors, Jeanne Grinstead, a *St. Petersburg Times* editor. The group developed

Thank You

Clifford B. Shepard, Esq.

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WUSF's Wake Up Call

Our daily newsletter, delivered first thing weekdays, keeps you connected to your community with news, culture, national NPR headlines, and more.

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Experts: UF governing board's private meetings violated Sunshine Law

WUFT | By Gabriel Velasquez Neira

Published December 5, 2024 at 7:28 AM EST



Cars speed past a UF entrance sign located at the intersection of University Avenue and Gale Lemerand Drive in Gainesville, Fla. (Azhalia Pottinger/WUFT News)

The university confirmed that the public has not been

WUSF
The Daily

The University of Florida board of trustees, the political appointees who govern the state's flagship university, has repeatedly met since 2018 in private settings where the public was not permitted to attend. Those meetings include a two-day retreat earlier this fall when it discussed UF's budget, which it expects to formally approve this month.

Florida's Sunshine Law says all government bodies must meet openly to take official actions – and allow the public to attend. The university confirmed that the public has not been allowed to attend the board's private retreats. It initially said the law didn't apply to those because board members don't vote or take official actions in those sessions.

However, the law also requires meetings to be public when board members deal with issues that require what is considered a "foreseeable action" in the future, according to the Florida attorney general's office and at least five decades of court precedents.

Three legal experts said the board's private retreats violated Florida law based on a review of the board's agendas and presentations during closed-door meetings over the years. The board has conducted seven such private retreats where the public was not allowed since 2018, according to its own records.

For its private retreats since 2023, the UF board generally has disclosed in advance the date, time and city where it's meeting privately – but not the actual location. It has not openly published its planned agenda or the official minutes of what board members said or did during such private meetings.

"The BOT is violating the Sunshine Law by not providing notice and allowing the public to attend its retreats," said Barbara Petersen, executive director of the Florida Center for Government Accountability, a non-partisan group dedicated to government transparency. "The Sunshine Law applies to all meetings of the BOT at which public business is to be transacted or discussed."

In response to this reporting, UF said this week that its board's private retreats will be open to anyone who wants to attend and it will specify the location of next year's retreat in advance of the meeting.

WUSF

The Daily

statement. "Our intent has never been to close them, and anyone who wishes to attend them may do so."

The most recent private board retreat was Sept. 12 in Tampa, which included a presentation by the university's chief financial officer, Taylor Jantz. It discussed revenues, appropriations, tuition and projected expenses for the future, with a note on one page of Jantz's presentation that said, "We will seek formal approval of the FY25 budget in October," according to documents the university turned over under Florida's public records law.

At the same meeting, the trustees also discussed national rankings, marketing, enrollment, UF Health financials, and UF Health's vision, strategy and execution, according to documents the university turned over under Florida's public records law.

The board is expected at its upcoming Dec. 12 meeting to approve the exact fiscal 2025 budget that Jantz presented to the board in September during its private meeting, according to its published agenda for that meeting. Every dollar figure in every category of revenues and expenses is identical to what the board saw behind closed doors months earlier.

No other public university in Florida has regularly held such private retreats that exclude the public, according to a survey of the boards' calendars and review of official meeting minutes.

The UF private retreats are held annually at golf resorts and luxury hotels, including the Sawgrass Marriott Golf Resort & Spa in Ponte Vedra Beach and the Alford Inn, a boutique hotel in Winter Park in central Florida that includes an art gallery and spa, according to the board's records obtained under the public records law after the meetings had already taken place.

Public money paid for the private meetings: UF spent about \$49,000 on the board's two-day retreat in 2023 and nearly \$41,000 in 2024. The 2023 figure includes \$19,173 for two dinners. The following year, the board spent \$5,897 for one dinner. The board's longtime chairman, Morteza "Mori" Hosseini, personally paid for another dinner for an unspecified amount.

social club that operates out of a \$12.7 million historic home on the waterfront, according to the club's marketing materials and expenditure amounts turned over under Florida's public records law.

The records did not indicate how many people ate at the retreat dinners except that they included as many as 13 trustees, unspecified members of UF president's Cabinet and as many as 13 presenters at this year's two-day retreat.

Orlando, the university spokesman, previously said the UF board's retreats were legally kept private because the board made no decisions during them and received only informational presentations. He said the meetings were not covered by the Sunshine Law but said materials presented at these meetings are public records under the law.

"Each board member receives thorough instruction on Florida's open meetings and open records laws when they join the board," Orlando said in a statement. "In addition, the general counsel attends every board meeting and retreat to help ensure the board is in compliance with all applicable state laws."

One trustee, Richard Cole, a Miami personal injury and medical malpractice lawyer appointed by Gov. Ron DeSantis, said in an interview the board has always tried to follow the Sunshine Law. Cole said the university's top lawyer would have advised the board if meetings needed to be conducted openly.

Sarah Delphia Lynne, chair of UF's Faculty Senate, attended this year's retreat as the board's faculty representative.

"It allows for an opportunity for a unit on our campus to really do a great informational deep dive with our trustees," Lynne said in a phone interview. "It gives our trustees an opportunity to really know our campus so that they can advocate for us."

Hosseini did not respond to an email and message left with his administrative assistant. Trustee Marsha Decker Powers, a retired healthcare CEO, declined to discuss the private retreats. Other trustees also did not return phone and email messages. The university's general counsel's office also did not respond to two

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The Daily

The legal history requiring such meetings to be public – when topics later will be subject to votes or actions by the board – includes rulings over decades by Florida’s Supreme Court and appellate judges and formal legal opinions by the attorney general’s office.

These include a 2023 opinion from Attorney General Ashley Moody that banned Florida universities from allowing outside search firms to anonymously survey members of presidential search committees. Moody wrote, “The Sunshine Law applies to any gathering of two or more members of the same board to discuss any matter that might foreseeably come to that board for action.”

In a 1985 case, *Neu vs. Miami Herald Pub. Co.*, the Supreme Court upheld a lower appeals ruling after the Miami Herald sued under the Sunshine Law about city council meetings the public couldn’t attend. The court said all discussions of public matters are implicated under the Sunshine Law by votes that may take place later.

“Every step in the decision-making process, including the decision itself, is a necessary preliminary to formal action,” the Supreme Court wrote in a 1969 case, *Times Publishing Company v. Williams*. “It follows that each such step constitutes an ‘official act,’ an indispensable requisite to ‘formal action,’ within the meaning of the act.”

An attorney general’s opinion in 1998 summarized earlier Supreme Court rulings and said, “The courts have recognized that it is the entire decision-making process that is covered, not merely meetings at which a final vote is taken.”

In a more recent case, the school board in Martin County, north of Palm Beach, paid \$20,000 after a judge ruled in 2013 that it violated the Sunshine Law when it met privately to discuss issues about an adult education school.

The state Supreme Court said in a separate 1983 case, *Wood v. Marston*, that the Sunshine Law was intended to “frustrate all evasive devices” and said the law’s provisions must include “the collective inquiry and discussion stages” about matters that governing bodies might consider. That case involved UF’s student newspaper and others suing the university’s president over secretive practices for hiring a new

Legal experts said the UF board has broken the law.

“Their actions are inconsistent with what the state attorney general says government agencies should do to follow the Sunshine Law in Florida,” said David Cuillier, director of the Brechner Center for the Advancement of the First Amendment at the university.

“When government bodies meet, they should be open for the public to watch, whether just talking or taking votes,” he said. “It’s the right thing to do, to build the public’s trust and keep our leaders accountable.”

Anthony Conticello, founder of the Conticello Law Firm in Tallahassee, which specializes in the Sunshine Law, also said the board’s private meetings broke the law. Conticello, a graduate of UF’s law school, noted that the university’s campus is home to the Brechner Center, which researches government transparency and advocates against policies that hide information from the public.

“They should walk the walk,” Conticello said.

Trustees at some other public universities – including the University of Central Florida, Florida A&M, Florida Atlantic University and Florida Polytechnic University – hold meetings described as retreats but allow time for public comment, provide Zoom links for outsiders or provide a phone number to listen during such meetings.

Other schools, including Florida Gulf Coast University, the University of South Florida and New College of Florida, do not conduct retreats, private or otherwise.

Trustees at Florida International University last held a retreat in 2018 but allowed the public to attend. The board of the University of West Florida held a retreat in 2021 that was open to the public.

Florida State held its first off-campus retreat this year since 2018 in Miami, where the [agenda](#) indicated no one from the public attended. It said, “no action items will be heard, and no proposals will be voted on.”

Violating Florida’s Sunshine Law could be prosecuted as a criminal misdemeanor, punishable by up to 60 days in jail and a \$500 fine. That is unlikely in this case:

require proving they knowingly broke the law. The governor can also remove from office board members who break the law, but DeSantis appointed eight of the UF board's 13 members. Unintentional violations carry a fine up to \$500.

Brian Kramer, the newly re-elected Republican state prosecutor in Alachua County, which includes UF's campus, said in an interview that a decision about prosecuting Sunshine Law violations would be based on three considerations: probable cause, likelihood to win the case, and whether their actions were justifiable. Kramer said his office also would need to determine whether an official intentionally broke the law and whether prosecution was in the public's interest.

Kramer declined to say whether he believed the UF board had violated the law and said he did not want to review any of its meeting minutes.

The UF board's formal notes from its private meetings, known as "minutes," have not been published for the last two such retreats. The board turned over a copy of Jantz's budget presentation from its September private meeting under Florida's public records law.

At a private retreat in 2022, Hosseini recommended creating a new panel to review UF's national rankings and formally appointed Powers, the board member, to the group. The meeting where this happened included representatives from the university but no members of the public, the minutes said.

During a 2019 private retreat, the board discussed a conflict of interest policy. It later generated national headlines when UF cited the same policy to temporarily block three prominent professors in 2021 from testifying in a voting rights lawsuit against DeSantis and other top state officials. No members of the public attended the 2019 meeting, the minutes said.

The 2018 meeting notes showed Hosseini asked the board during the private retreat to vote on a lease in Jacksonville for UF Health's offices, which was unanimously approved. Attendees at the meeting included board members and university administrators but not members of the public, the minutes said.

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Sunshine Law case concludes with mixed outcomes for HCDC officials



By GARETT VALCOURT ⌚ Oct 22, 2025 💬 0 Comments 🏷️ #crime

#Development Commission #HCDC #Holmes County #Holmes County

Development Commission



Judge Douglas Wade Mercer found Holmes County Development Commission Executive Director Joe Rone guilty of conspiracy to commit a Sunshine Law violation on October 22, while charges against former board member Stephanie Cloud were dismissed

following her resignation from the board. Mercer described the infraction as "about as innocuous a violation as you can."

A months-long investigation into alleged Sunshine Law violations by members of the Holmes County Development Commission (HCDC) concluded Wednesday with one conviction and one case dismissed.

Following a non-jury trial on October 22, Judge Douglas Wade Mercer found HCDC Executive Director Joe Rone guilty of one charge of public order crimes public meeting law violation, specifically conspiracy to commit a Sunshine Law violation, a second-degree misdemeanor. In delivering his decision, Judge Mercer noted the technical nature of the infraction, stating, "This is about as innocuous a violation as you can."

While Rone was found guilty, Judge Mercer stated that, "Coming to court is punishment enough." Rone faces no further punishment or fine.

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The case stemmed from allegations that Rone and then-board member Stephanie Cloud engaged in private discussions regarding potential officer nominations for the HCDC board outside of a properly noticed public meeting.

According to court documents and investigative affidavits filed last year, Rone allegedly provided Cloud with a list of potential officer candidates and directed her to contact other board members to discuss the nominations.

Investigators stated that Cloud subsequently reached out to multiple members of the nominating committee, by phone and voicemail, to discuss the list. The actions, conducted outside of the public eye and without recorded minutes, were cited as a violation of Florida's Government-in-the-Sunshine Law.

The State Attorney's Office for the 14th Judicial Circuit confirmed that Cloud's case was dismissed on October 22 after the court determined she had

already resigned from the HCDC Board, rendering further prosecution unnecessary.

The investigation was originally launched in October 2024 following complaints that members of the HCDC had been conducting official business privately. Investigators wrote that both Rone and Cloud had been “warned many times” that the Development Commission was subject to Florida’s open-government requirements.

The Sunshine Law, codified in Chapter 286 of Florida Statutes, ensures that governmental meetings and deliberations are conducted publicly and with proper notice to citizens. Violations of the statute, even when unintentional, are treated as second-degree misdemeanors.

A representative of the Holmes County Advertiser did reach out to Rone, who chose not to release an official statement regarding the outcome of the case.



« Bonifay City Council approves grant funding,

Pursuit ends in Washington County »

VOLUSIA COUNTY

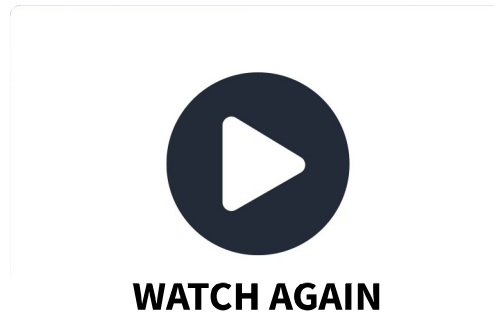
Deltona commissioners accused of Sunshine Law violation after holding canceled meeting

Residents Sue City, Claim Officials Ignored Cancellation Notice and Discussed Controversial Housing Project Without Public Input



By [Demie Johnson](#), [WFTV.com](#)

February 10, 2026 at 8:13 pm EST



By [Demie Johnson](#), [WFTV.com](#)

February 10, 2026 at 8:13 pm EST

Deltona commissioners accused of Sunshine Law violation after holding canceled meeting
Residents Sue City, Claim Officials Ignored Cancellation Notice and Discussed Controversial Housing Project Without Public Input

DELTONA, Fla. — Deltona commissioners are accused of continuing a meeting after a public notice went out saying it was canceled. Residents are now taking legal action against the city because they believe commissioners violated state law.

Eyewitness News tried to ask the City Manager if the city knew it could be violating state

law, or if leaders were trying to avoid hearing public comment on a controversial housing project that was supposed to be discussed during that meeting. The city said it doesn't comment on pending litigation.

A notice was posted on Deltona's social media pages and website alerting the community the February 2 meeting was canceled because not enough commissioners could be in attendance. That meeting went on anyway.

A group of residents is now taking legal action. Their lawyer addressed the city during Monday's meeting.

"I respectfully disagree with your attorney's analysis that that last meeting did not violate the sunshine law," said Attorney Martin Pedata.

Dozens of residents were planning to speak out against a development during the public comment portion on Feb. 2. Their notice of a lawsuit given to the city claims three commissioners still showed up and continued to discuss the project. David Sosa is part of the group taking action against the city. He said city should have re-advertised the agenda.

"Then they also have to make sure they publish it within the 30 days. Basically, they city manager tried to circumvent that process," said David Sosa.

We went to city hall to ask the city manager what went wrong and a spokesperson came out and told us he wasn't available for comment.

During Monday night's meeting, a commissioner said the February 2nd meeting continued only because city staff said it was okay.

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- [Orlando Magic to host community and fan events before tip-off of Game 6](#)



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 1.

Meeting Date: May 6, 2026

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 2286 Lake Francis Drive

ACTION ITEM INFORMATION:

Release of Code Enforcement Lien - 2286 Lake Francis Drive

REQUEST:

Execute Release of Lien - 2286 Lake Francis Drive

SUMMARY:

On August 20, 2019, the City of Apopka rendered an Order Finding AARON N MOORE, the owner of the property at 2286 Lake Francis Drive ("Subject Property") in violation of IPMC, Chapter 3, Sections 302.4 and 308.1, as adopted by Article 5, Section 18-108 of the Apopka Municipal Code. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day was imposed starting on September 4, 2019.

On March 6, 2026, CAMERON MOORE and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Three Thousand (\$3,000.00) Dollars, paid to the City. The property is currently in compliance with the Apopka Municipal Code.

FUNDING SOURCE:

N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Affidavit of Compliance - 2286 Lake Francis Dr
2. Agreement and Release - 2286 Lake Francis Dr
3. Release of Lien - 2286 Lake Francis Dr

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 19-00219
ADDRESS: 2286 LAKE FRANCIS DR
PARCEL ID:31-20-28-2521-00-010

vs
Respondent(s)

MOORE AARON N

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER


STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **8/20/19** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **9/05/20**
3. That re-inspection was performed on **3/31/20** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

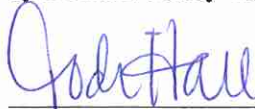
Dated this **3/31/20**


Bernard Jeanty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **3/31/20**
take an oath.

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


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



SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Aaron Moore, 2286 Lake Francis Drive, Apopka, FL 32703 (the “Appellant”) and the City of Apopka, a Florida municipal corporation, 120 E Main Street, Apopka, FL 32703 (the “City”) (collectively, with the Appellant, the “Parties”) to resolve any and all issues between the Parties in *Aaron Moore v. City of Apopka*, Case No. 2022-CV-000011-A-O, in the Circuit Court of the Ninth Judicial Circuit (the “Action”).

WHEREAS, a dispute has arisen between the Parties regarding a Code Enforcement Hearing and Order Imposing Fine/Lien that forms the basis of the Action; and

WHEREAS, the Parties voluntarily wish to amicably resolve their differences and all issues raised or which could have been raised in the Action in exchange for the mutual promises, covenants, and consideration below; and

WHEREAS, the Parties agree to the Payment Terms below in exchange for the execution of a settlement agreement and release, and the satisfaction of the lien for the property located at 2286 Lake Francis Drive, Apopka, FL 32703 (the “Property”), that forms the basis of the Action.

NOW THEREFORE, for good and valuable consideration received, the sufficiency of which is stipulated by the Parties, it is hereby resolved and agreed by and between the Parties as follows:

1. **Recitals**. The recitals set forth above are adopted and incorporated as if set forth fully herein.
2. **Payment Terms**. In exchange for the other terms, conditions, and release set forth herein, the Appellant agrees to pay \$3,000.00 to the City within ten (10) days of approval this Agreement by City Council. Upon payment to the City, the City will execute and record a satisfaction of lien on the Property. Upon receipt of payment by the City, the City hereby acknowledges that all code violations connected with this action have been cured and all fines related thereto are settled.
3. **Joint Stipulation of Dismissal With Prejudice**. Upon receipt of the payment set forth above in Section 2, Appellant shall execute a Joint Stipulation of Dismissal With Prejudice, with each Party to bear its own attorneys’ fees and costs, and agrees that counsel for the City may file same.
4. **No Admission of Liability**. It is expressly understood and agreed that this Agreement shall not be construed as, or be deemed to be, evidence of an admission or concession of any wrongdoing, fault, liability, or damage whatsoever on the part of any of the Parties hereto.
5. **General Release**. In exchange for the Payment Terms and promises, terms, and conditions set forth herein, Appellant hereby voluntarily, knowingly, irrevocably and unconditionally releases and forever discharges, to the fullest extent permitted by law, the City of

(collectively, the "Released Parties"), of and from any and all past, present, or future claims, including claims for attorneys' fees and costs, losses, damages, liabilities, interest, responsibilities, demands, obligations, actions, causes of action, rights, judgments, compensation of any kind, liens, expenses (including attorneys' fees and costs), and claims whatsoever, in law or in equity, whether known or unknown, asserted or unasserted, which Appellant has or may have from arising out of or related in any way to the instant Action.

6. **Voluntary Agreement.** The Parties expressly agree that they have each entered into this Agreement knowingly and voluntarily and had the meaningful opportunity to consult with counsel prior to entering into this Agreement.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida and jurisdiction for any dispute arising under this Agreement shall be in Orange County, Florida.

IN WITNESS WHEREOF, the Parties have executed this Agreement with the intent to be legally bound hereby.



Radley Williams
City Administrator, City of Apopka

Date: 12/16/25

DocuSigned by:

421FC036BC7E407...

Cameron Moore as Personal
Representative of the Estate of
Aaron Moore AKA Aaron N. Moore,
Appellant

Date: 3/6/2026

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **AARON N MOORE**, recorded on June 3, 2022 as **Instrument No. 20220348071**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the city has executed these presents this 6th day of May, 2026.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Nick Nesta, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization, this ____ day of _____, 2026, by Nick Nesta, Mayor, and Susan Bone, City Clerk, who are personally known to me OR who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Errol Estate Unit 4A, according to the Plat thereof as recorded in Plat Book 7, page(s)88 and 89, of the Public Records of Orange County, Florida.



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 2.

Meeting Date: May 6, 2026

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 628 E Magnolia Street

ACTION ITEM INFORMATION:

Release of Code Enforcement Lien - 628 E Magnolia Street

REQUEST:

Execute Release of Lien - 628 E Magnolia Street

SUMMARY:

On August 20, 2019, the City of Apopka rendered an Order Finding ORQUIDIA E. GRAMAJO, the owner of the property at 628 E Magnolia Street ("Subject Property") in violation of IPMC, Chapter 3, Section 302.8, as adopted by Article 5, Section 18-108 of the Apopka Municipal Code. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day was imposed starting on September 19, 2019.

On April 14, 2026, ORQUIDIA E GRAMAJO and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Twenty Thousand (\$20,000.00) Dollars, paid to the City. The property is currently in compliance with the Apopka Municipal Code.

FUNDING SOURCE:

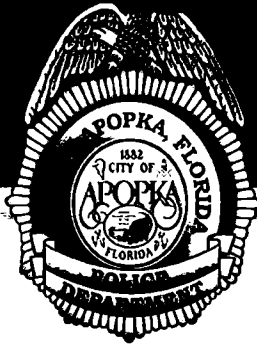
N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Affidavit of Compliance - 628 E Magnolia St
2. Settlement Agreement - 628 E Magnolia St
3. Release of Lien - 628 E Magnolia St



DOC # 20250053891

01/28/2025 15:39 PM Page 1 of 2

Rec Fee: \$10.00

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: CSC INC

CERTIFICATION

STATE OF FLORIDA }
COUNTY OF ORANGE }

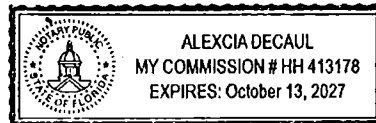
I, **ALEXCIA DECAUL**, Code Enforcement Recording Secretary, do hereby certify that the attached is a true and correct copy of:

AFFIDAVIT OF COMPLIANCE
CE CASE# 19-00321
628 E MAGNOLIA ST, APOPKA, FL 32703
OWNER: ORQUIDIA E GRAMAJO

IN WITNESS WHEREOF, I have hereunto set my hand this the 28th day of January 2025.

CITY OF APOPKA

Alexcia DeCaul
Code Enforcement Recording Secretary



CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

20250053891 Page 2 of 2

CITY OF APOPKA, FLORIDA

CASE NO. 19-00321

ADDRESS: 628 E MAGNOLIA ST LIEN
PARCEL ID:10-21-28-9104-02-100

vs
Respondent(s)

ORQUIDIA E GRAMAJO

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **08/20/2019** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **09/19/2019**
3. That re-inspection was performed on **1/16/2025** and was in compliance.

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

FURTHER AFFIANT SAYETH NOT.

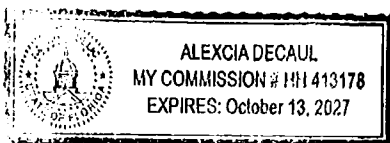
Dated this **28th day of January 2025**



Joe Lebron
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **01/28/2025**
an oath.



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



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

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CITY OF APOPKA, FLORIDA,
a municipal corporation,

CASE NO.: 2024-CA-010983-O

Plaintiff,

v.

ORQUIDIA E. GRAMAJO, an individual;
SUNSHINE FUNDING COMPANY, a
Florida profit corporation; ENFIN CORP., a
foreign profit corporation ; and ALL OTHER
OCCUPANTS,

Defendants.

SETTLEMENT AGREEMENT

Plaintiff, CITY OF APOPKA, FLORIDA (the “City”), a Florida municipal corporation, and Defendant, ORQUIDIA E. GRAMAJO (“Defendant”) (collectively, the “Parties”), hereby enter into this Settlement Agreement (the “Agreement”) to resolve any and all claims by and among the Parties in connection with or arising out of the above-styled action (the “Lawsuit”).

WHEREAS, the City filed suit to foreclose its lien on the property located at 628 E. Magnolia Street, Apopka, Orange County, Florida 32703 (the “Property”); and

WHEREAS, Defendant is the record owner of the Property; and

WHEREAS, given the unique facts and circumstances in the Lawsuit, this Agreement is the result of a settlement of the Lawsuit and this Agreement and satisfaction of its terms and conditions shall constitute a full and final resolution and settlement of all claims between the Parties arising from or related to the Lawsuit.

NOW THEREFORE, for good and valuable consideration received, the sufficiency of which is stipulated by the Parties, it is hereby resolved and agreed by and between the City and Defendant as follows:

1. The recitals and introductory paragraph are fully adopted and incorporated herein by reference as if set forth fully herein.
2. In consideration of payment in the amount of twenty thousand dollars and no cents (\$20,000.00) from Defendant to the City **within ten (10) days after the Effective Date of this Agreement**, and satisfaction of the conditions of this Agreement, the City shall, within ten (10) business days after receipt of cleared funds, execute and cause to be recorded in the Public Records of Orange County, Florida, a Release of Lien that is the subject of the Lawsuit and a Release of Lien in Case No. 19-00321 before the City's Code Enforcement Hearing Officer releasing the City's lien recorded in Document #20200592651, Public Records of Orange County, Florida. Additionally, within three (3) business days after such releases are recorded, the City shall file with the Clerk of Court a Notice of Voluntary Dismissal with Prejudice in the Lawsuit, releasing the Lis Pendens, with each party to bear its own attorneys' fees and costs. The City shall provide conformed copies of the recorded releases, the Notice of Voluntary Dismissal with Prejudice, and the release of Lis Pendens to Defendant's counsel immediately upon filing and recording.
3. This Agreement is contingent upon Defendant's payment to the City **within ten (10) days after the Effective Date**. If any of the aforementioned conditions are not satisfied by Defendant, the City shall proceed with the Lawsuit as set forth below.
4. This Agreement shall be governed by the laws of the State of Florida and the Court in the above-styled action shall have exclusive jurisdiction and venue to enforce this Agreement.

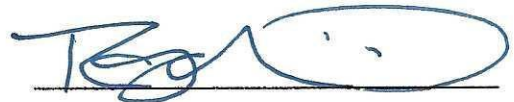
In the event of dispute arising out of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs resulting from enforcement of this Agreement.

5. The Parties agree that because the City is a public entity, the City Council must hold a duly noticed public meeting to consider and accept this Agreement. This Agreement shall not become effective until the City executes the Agreement following a duly noticed public meeting required by Florida law. **“Effective Date” means the date on which the Agreement has been approved at the duly noticed public meeting required by Florida law and fully executed by the City.**
6. The Parties expressly agree that this Agreement results from an arm's length negotiation process in which each party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement shall therefore accrue to the benefit of either of the Parties and the Parties expressly waive the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. The Parties expressly recognize that they have each entered into this Agreement knowingly and voluntarily.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Settlement Agreement, with the effective date this 14th day of April, 2026.

ATTEST:

CITY OF APOPKA



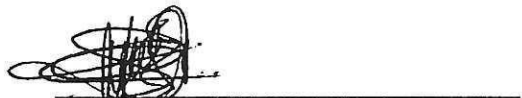
Radley Williams, City Administrator

ATTEST:

ORQUIDIA E. GRAMAJO



Print Name: JOSE G. OLIVEIRA



Date: 4-13-2026

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **ORQUIDIA E. GRAMAJO**, recorded on November 12, 2020 as **Instrument No. 20200592651** and recorded on June 5, 2025 as **Instrument No. 20250328453**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the city has executed these presents this 6th day of May, 2026.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Nick Nesta, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization, this ____ day of _____, 2026, by Nick Nesta, Mayor, and Susan Bone, City Clerk, who are personally known to me OR who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 10 and West ½ of Lot 9, Block B, WEKIVA HIGHWAY PARK, according to the plat thereof, recorded in the Plat Book M, Page 49, of the Public Records of Orange County, Florida.



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 3.

Meeting Date: May 6, 2026

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 147 E Sandpiper Street

ACTION ITEM INFORMATION:

Release of Code Enforcement Lien - 147 E Sandpiper Street

REQUEST:

Execute Release of Lien - 147 E Sandpiper Street

SUMMARY:

On April 20, 2021, the City of Apopka rendered an Order Finding ROSAS ARANA SERGIO, the owner of the property at 147 E Sandpiper Street ("Subject Property") in violation of IPMC, Chapter 3, Sections 304.5, 304.7, 304.6, 304.9, 305.3, and 308.1, as adopted by Article 5, Section 18-108 of the Apopka Municipal Code and AMC Chapter 18, Article 3, Section 18-48 and LDC, Article 4, Section 4.2.2.C. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day, per violation was imposed starting on July 20, 2021.

On April 27, 2026, ROSAS ARANA SERGIO and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement lien to a settlement amount of Twenty Thousand (\$20,000.00) Dollars, paid to the City. The property is currently in compliance with the Apopka Municipal Code.

FUNDING SOURCE:

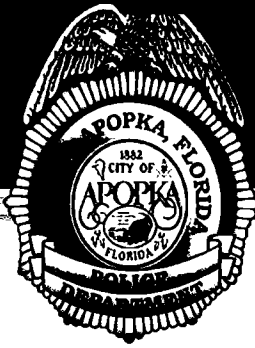
N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Affidavit of Compliance 1 - 147 E Sandpiper St
2. Affidavit of Compliance 2 - 147 E Sandpiper St
3. Settlement Agreement - 147 E Sandpiper St
4. Release of Lien - 147 E Sandpiper St



DOC # 20240632263
 11/05/2024 09:04 AM Page 1 of 2
 Rec Fee: \$10.00
 Deed Doc Tax: \$0.00
 Mortgage Doc Tax: \$0.00
 Intangible Tax: \$0.00
 Phil Diamond, Comptroller
 Orange County, FL
 Ret To: CSC INC

CERTIFICATION

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

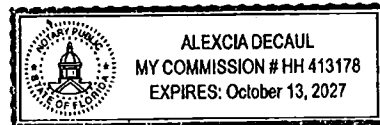
I, **ALEXCIA DECAUL**, Code Enforcement Recording Secretary, do hereby certify that the attached is a true and correct copy of:

**AFFIDAVIT OF COMPLIANCE
 CE CASE# 21-00207
 147 E SANDPIPER ST, APOPKA, FL 32712
 OWNER: ROSAS ARANA SERGIO**

IN WITNESS WHEREOF, I have hereunto set my hand this the 4th day of November 2024.

CITY OF APOPKA

Alexcia DeCaul
 Code Enforcement Recording Secretary



CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 21-00207

ADDRESS: 147 E SANDPIPER ST LIEN
PARCEL ID:03-21-28-0000-00-011

vs

Respondent(s)

ROSAS ARANA SERGIO

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

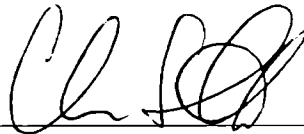
BEFORE ME, the undersigned authority, personally appeared **Chris Smith**, Code Enforcement Officer for the City of Apopka, who, after being duly sworn, deposes and says:

1. That on **04/20/21** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **7/19/21**
3. That re-inspection was performed on **10/30/24** and was in compliance.

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

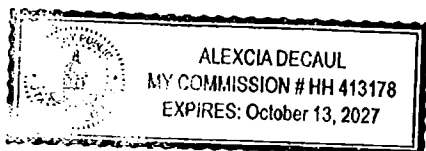
FURTHER AFFIANT SAYETH NOT.


Dated this **11/4/2024**


Chris Smith
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **11/4/2024**
an oath.



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

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



DOCH 20240502083
08/28/2024 02:34:21 PM Page 1 of 2
Rec Fee: \$18.50
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: APOPKA POLICE DEPARTMENT



CERTIFICATION

STATE OF FLORIDA }
COUNTY OF ORANGE }

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

AFFIDAVIT OF COMPLIANCE
CE CASE# 22-00033
147 E SANDPIPER ST, APOPKA, FL 32712
OWNER: ROSAS ARANA SERGIO

IN WITNESS WHEREOF, I have hereunto set my hand this the 21th day of August 2024.

CITY OF APOPKA

Alexcia DeCaul
Code Enforcement Recording Secretary



CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 22-00033

ADDRESS: 147 E SANDPIPER ST LIEN

PARCEL ID:03-21-28-0000-00-011

vs

Respondent(s)

ROSAS ARANA SERGIO

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **05/24/2022** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **07/08/2022**
3. That re-inspection was performed on **04/10/24** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **04/10/2024**

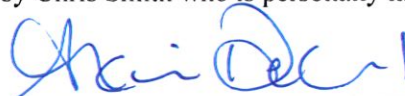


Chris Smith
Code Enforcement Officer

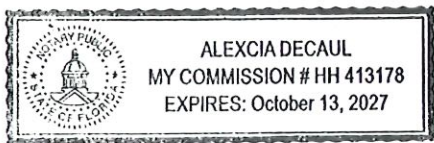
STATE OF FLORIDA
COUNTY OF ORANGE

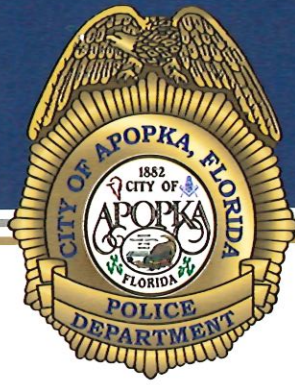
Sworn to and subscribed before me this **04/10/2024**
an oath.

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



ALEXCIA DECAUL
Notary Public, State of Florida
Commission# HH 413178





August 21, 2024

Orange County Comptroller
Official Records Department
P.O. Box 38
Orlando, FL 32802

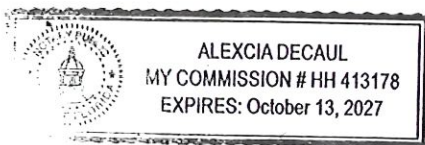
**RE: RECORDING CHARGES FOR THE CITY OF APOPKA POLICE
DEPARTMENT**

Please charge the attached documents to the City of Apopka Police Department's account. I understand these charges will be billed to our account (1583) on a monthly basis.

Included in today's mail please find:

1 Certified cover sheet @ \$10.00 first page	\$10.00
1 Affidavit of Compliance @ \$8.50 per page	<u>\$8.50</u>
TOTAL	\$18.50

Alexcia DeCaul
Code Enforcement Administrative Specialist



IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CITY OF APOPKA, FLORIDA,
a municipal corporation,

CASE NO. 2023-CA-017883-O

Plaintiff,

v.

ROSAS ARANA SERGIO, an
individual; and UNKNOWN
TENANT(S)

Defendants.

SETTLEMENT AGREEMENT

Plaintiff, CITY OF APOPKA, FLORIDA (the "City"), a Florida municipal corporation, and Defendant, ROSAS ARANA SERGIO ("Defendant") (collectively, the "Parties"), hereby enter into this Settlement Agreement (the "Agreement") to resolve any and all claims by and among the Parties in connection with or arising out of the above-styled action (the "Lawsuit").

WHEREAS, the City filed suit to foreclose its lien on the property located at 147 E. Sandpiper Street, Apopka, Orange County, Florida 32703 (the "Property"); and

WHEREAS, Defendant is the record owner of the Property; and

WHEREAS, given the unique facts and circumstances in the Lawsuit, this Agreement is the result of a settlement of the Lawsuit and this Agreement and satisfaction of its terms and conditions shall constitute a full and final resolution and settlement of all claims between the Parties arising from or related to the Lawsuit.

NOW THEREFORE, for good and valuable consideration received, the sufficiency of which is stipulated by the Parties, it is hereby resolved and agreed by and between the City and

Defendant as follows:

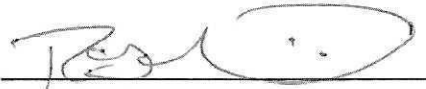
1. The recitals and introductory paragraph are fully adopted and incorporated herein by reference as if set forth fully herein.
2. In consideration of payment in the amount of twenty thousand dollars and no cents (\$20,000.00) from Defendant to the City on or before May 10, 2026, and satisfaction of the conditions of this Agreement, the City shall cause to be recorded in the Public Records of Orange County, Florida, a Release of Lien that is the subject of the Lawsuit. Additionally, upon receipt of payment as a satisfaction of the conditions of this Agreement, the City shall immediately file with the Clerk of Court a Notice of Voluntary Dismissal with Prejudice in the Lawsuit, releasing the Lis Pendens, with each party to bear its own attorneys' fees and costs.
3. This Agreement is contingent upon Defendant's payment to the City as set forth in paragraph 2 of this Agreement. If any of the aforementioned conditions are not satisfied by Defendant, the City shall proceed with the Lawsuit as set forth below.
4. This Agreement shall be governed by the laws of the State of Florida and the Court in the above-styled action shall have exclusive jurisdiction and venue to enforce this Agreement. In the event of dispute arising out of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs resulting from enforcement of this Agreement.
5. The Parties agree that because the City is a public entity, the City Council must hold a duly noticed public meeting to consider and accept this Agreement. This Agreement shall not become effective until the City executes the Agreement following a duly noticed public meeting required by Florida law.
6. The Parties expressly agree that this Agreement results from an arm's length negotiation

process in which each party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement shall therefore accrue to the benefit of either of the Parties and the Parties expressly waive the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. The Parties expressly recognize that they have each entered into this Agreement knowingly and voluntarily.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Settlement Agreement, with the effective date this 27 day of April, 2026.

ATTEST:

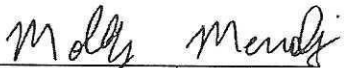
CITY OF APOPKA




Radley Williams, City Administrator

ATTEST:

ROSAS ARANA BERGIO


Print Name: Molly Mendez
Date: 4/22/26


Date: 4/22/26

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **ROSAS ARANA SERGIO**, recorded on November 3, 2021 as **Instrument No. 20210675962**, and recorded on August 30, 2022 as **Instrument No. 20220529375** and recorded on June 5, 2025 as **Instrument No. 20250328517**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the city has executed these presents this 6th day of May, 2026.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Nick Nesta, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization, this ____ day of _____, 2026, by Nick Nesta, Mayor, and Susan Bone, City Clerk, who are personally known to me OR who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The East 132 feet of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (less the South 30 feet for the road right of way) of Section 03, Township 21 South, Range 28 East, of public records of Orange County, Florida.



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 4.

Meeting Date: May 6, 2026

Department: Code Enforcement

SUBJECT:

Execute Release of Code Enforcement Lien for 61 W Michael Gladden Boulevard

ACTION ITEM INFORMATION:

Release of Code Enforcement Lien - 61 W Michael Gladden Boulevard

REQUEST:

Execute Release of Lien - 61 W Michael Gladden Boulevard

SUMMARY:

On July 8, 2013 and August 20, 2024, the City of Apopka rendered an Orders Finding ELESTON A LETTSOME, the owner of the property at 61 W Michael Gladden Boulevard ("Subject Property") in violation of AMC, Chapter 38, Article 2, Sections 38-167 and 38-169. IPMC, Chapter 3, Sections 301.3, 302.4, 302.7, and 304.2, as adopted by Article 5, Section 18-108 of the Apopka Municipal Code and LDC, Article 4, Section 5.5.6.A. A fine in the amount of Two Hundred Fifty (\$250.00) Dollars per day, per violation was imposed starting on October 7, 2013 and a fine in the amount of Five Hundred (\$500.00) Dollars per day, per violation was imposed starting on November 19, 2024.

On March 3, 2026, ELESTON A LETTSOME and the City entered into a Settlement Stipulation to reduce the unpaid code enforcement liens to a settlement amount of Twenty Thousand (\$20,000.00) Dollars, paid to the City. The property is currently in compliance with the Apopka Municipal Code.

FUNDING SOURCE:

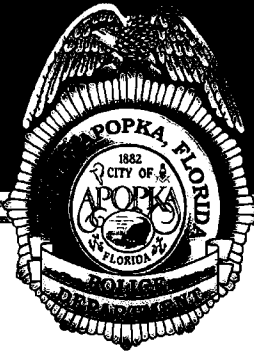
N/A

RECOMMENDED MOTION:

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

ATTACHMENTS:

1. Affidavit of Compliance - 61 W Michael Gladden Blvd
2. Affidavit of Compliance 2 - 61 W Michael Gladden Blvd
3. Settlement Agreement - 61 W Michael Gladden Blvd
4. Release of Lien - 61 W Michael Gladden Blvd



DOC # 20260132053
03/05/2026 12:57 PM Page 1 of 2
Rec Fee: \$18.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: CSC INC

CERTIFICATION

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

I, **JASON WOERTMAN**, Code Enforcement Recording Supervisor, do hereby certify that the attached is a true and correct copy of:

**AFFIDAVIT OF COMPLIANCE
APOPKA CODE ENFORCEMENT HEARING OFFICER
CE CASE# 24-00294
61 W MICHAEL GLADDEN BLVD, FL 32703
PARCEL ID:
09-21-28-0196-80-331
OWNER: ELESTON A LETTSOME**

IN WITNESS WHEREOF, I have hereunto set my hand this the 5th day of March 2026.

CITY OF APOPKA

Jason Woertman
Code Enforcement Recording Supervisor

CODE ENFORCEMENT HEARING OFFICER
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. 24-00294

ADDRESS: 61 W MICHAEL GLADDEN BLVD LIEN

PARCEL ID:09-21-28-0196-80-331

vs
Respondent(s)

ELESTON A LETTSOME

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **08/20/24** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **11/18/24**
3. That re-inspection was performed on **02/16/26** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **03/04/26**

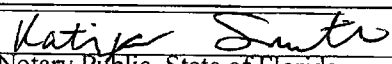

 Dave Whitty
 Code Enforcement Officer

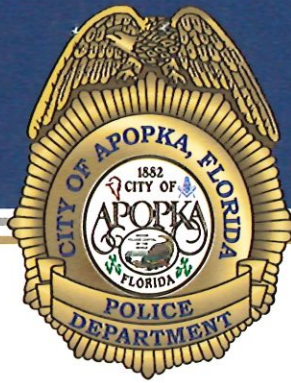
STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **03/04/26**
an oath.

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



 3/4/2026
 Notary Public, State of Florida
 Commission# **HH 677881**



DOCH 20240506651
08/30/2024 11:27:36 AM Page 1 of 2
Rec Fee: \$18.50
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: APOPKA POLICE DEPARTMENT

CERTIFICATION



STATE OF FLORIDA }
COUNTY OF ORANGE }

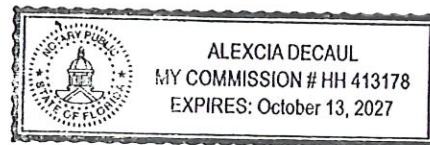
I, **ALEXCIA DECAUL**, Code Enforcement Recording Secretary, do hereby certify that the attached is a true and correct copy of:

AFFIDAVIT OF COMPLIANCE
CE CASE# CE000332
61 W MICHAEL GLADDEN BLVD, APOPKA, FL 32703
OWNER: ELESTON LETTSOME

IN WITNESS WHEREOF, I have hereunto set my hand this the 23rd day of August 2024.

CITY OF APOPKA

Alexcia DeCaul
Code Enforcement Recording Secretary



CODE ENFORCEMENT HEARING OFFICE
OF THE
CITY OF APOPKA, FLORIDA

CITY OF APOPKA, FLORIDA

CASE NO. CE000332

ADDRESS: 61 W MICHAEL GLADDEN BLVD-LIEN

PARCEL ID:09-21-28-0196-80-331

vs

Respondent(s)

Eleston Lettsome

AFFIDAVIT OF COMPLIANCE WITH ORDER
OF APOPKA CODE ENFORCEMENT HEARING OFFICER

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. That on **07/08/2013** the Code Enforcement Hearing Officer held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **10/06/2013**
3. That re-inspection was performed on **03/20/24** and was in compliance.

FURTHER AFFIANT SAYETH NOT.

Dated this **03/22/2024**

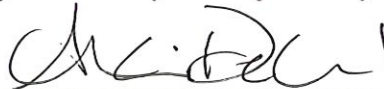


Dave Whitty
Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this **03/22/2024**
an oath.

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



Alexcia DeCaul
Notary Public, State of Florida
Commission# **#H413178**





August 23, 2024

Orange County Comptroller
Official Records Department
P.O. Box 38
Orlando, FL 32802

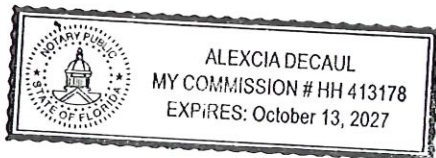
RE: RECORDING CHARGES FOR THE CITY OF APOPKA POLICE DEPARTMENT

Please charge the attached documents to the City of Apopka Police Department's account. I understand these charges will be billed to our account (1583) on a monthly basis.

Included in today's mail please find:

1 Certified cover sheet @ \$10.00 first page	\$10.00
1 Affidavit of Compliance @ \$8.50 per page	<u>\$8.50</u>
TOTAL	\$18.50

Alexcia DeCaul
Code Enforcement Administrative Specialist



DOC # 20240506651

08/30/2024 11:27:36 AM Page 1 of 1
Phil Diamond, Comptroller
Orange County, FL



IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CITY OF APOPKA, FLORIDA, a municipal,
corporation,

Case No.: 2023-CA-001410-O

Plaintiff.

vs.

ELESTON A. LETTSOME, an individual;
STATE OF FLORIDA; ORANGE COUNTY,
FLORIDA, a political subdivision of the State
of Florida; and UNKNOWN TENANT(S),

Defendants.

_____ /

MEDIATED SETTLEMENT AGREEMENT

Plaintiff, CITY OF APOPKA, FLORIDA (the “City”), a Florida municipal corporation,
and Defendant, ELESTON A. LETTSOME (“Defendant”) (collectively, the “Parties”), hereby
enter into this Mediated Settlement Agreement (the “Agreement”) to resolve any and all claims by
and among the Parties in connection with or arising out of the above-styled action (the “Lawsuit”).

WHEREAS, the City filed suit to foreclose its lien on the property located at 61 W.
Michael Gladden Blvd., Apopka, Orange County, Florida 32703 (the “Property”); and

WHEREAS, Defendant is the record owner of the Property; and

WHEREAS, given the unique facts and circumstances in the Lawsuit, this Agreement is
the result of a mediated settlement of the Lawsuit and this Agreement and satisfaction of its terms
and conditions shall constitute a full and final resolution and settlement of all claims between the
Parties arising from or related to the Lawsuit.

NOW THEREFORE, for good and valuable consideration received, the sufficiency of
which is stipulated by the Parties, it is hereby resolved and agreed by and between the City and

Defendant as follows:

1. The recitals and introductory paragraph are fully adopted and incorporated herein by reference as if set forth fully herein.
2. In order to effectuate the terms of this Agreement, the City and Defendant shall cause to be filed a joint motion to abate or stay the Lawsuit.
3. In consideration of payment in the amount of twenty thousand dollars and no cents (\$20,000.00) from Defendant to the City on or before March 15, 2026, and satisfaction of the conditions of this Agreement, the City shall cause to be recorded in the Public Records of Orange County, Florida, a Release of Lien that is the subject of the Lawsuit and a Release of Lien in Case No. 24-00294 before the City's Code Enforcement Hearing Officer releasing the City's lien recorded in Document #20250036226, Public Records of Orange County, Florida. Additionally, upon satisfaction of the conditions of this Agreement, the City shall file with the Clerk of Court a Notice of Voluntary Dismissal with Prejudice in the Lawsuit, releasing the Lis Pendens, with each party to bear its own attorneys' fees and costs.
4. This Agreement is contingent upon Defendant's payment to the City as set forth in paragraph 2 of this Agreement and Defendant obtaining an Affidavit of Compliance on or before March 15, 2026, for the outstanding code violations in Case No. 24-00294 before the City's Code Enforcement Hearing Officer. If any of the aforementioned conditions are not satisfied by Defendant, the City shall proceed with the Lawsuit as set forth below.
5. The City shall not unreasonably delay its inspections or inspection approvals upon notice from Defendant to the City that the Property is in compliance, or otherwise arbitrarily fail to issue an Affidavit of Compliance for the Property.

6. Defendant consents to the entry of a Consent Final Judgment of Foreclosure if Defendant defaults under the terms of this Agreement and hereby waives any right Defendant may have or later acquire to object to the foreclosure sale or otherwise impede or delay the issuance of the Certificate of Title in favor of any purchaser at the foreclosure sale.
7. This Agreement shall be governed by the laws of the State of Florida and the Court in the above-styled action shall have exclusive jurisdiction and venue to enforce this Agreement. In the event of dispute arising out of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs resulting from enforcement of this Agreement.
8. The Parties agree that time is of the essence and that the March 15, 2026, deadline for Defendant to satisfy the conditions of this Agreement may only be extended in writing at the City's sole discretion.
9. The Parties agree that because the City is a public entity, the City Council must hold a duly noticed public meeting to consider and accept this Agreement. This Agreement shall not become effective until the City executes the Agreement following a duly noticed public meeting required by Florida law.
10. The Parties expressly agree that this Agreement results from an arm's length negotiation process in which each party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement shall therefore accrue to the benefit of either of the Parties and the Parties expressly waive the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. The Parties expressly recognize that they have each entered into this Agreement knowingly and voluntarily.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Settlement Agreement, with the effective date this 3rd day of March, 2026.

ATTEST:

CITY OF APOPKA



Radley Williams, City Administrator

ATTEST:

Print Name: _____

ELESTON A. LETTSOME

Eleston Lettsome

Date: _____

03 / 03 / 2026

Title Settlement Agreement.pdf
File name Settlement%20Agreement.pdf
Document ID 23d564e3f568370352ebba668575071eb22a075c
Audit trail date format MM / DD / YYYY
Status • Signed

This document was requested from app.clio.com

Document History

-  **03 / 03 / 2026**
17:18:52 UTC Sent for signature to ELESTON LETTSOME (eleston.lettsome@yahoo.com) by services@clio.com acting on behalf of joe@taorminalawpa.com IP: 173.168.2.192
-  **03 / 03 / 2026**
17:19:17 UTC Viewed by ELESTON LETTSOME (eleston.lettsome@yahoo.com) IP: 172.58.2.252
-  **03 / 04 / 2026**
00:05:43 UTC Signed by ELESTON LETTSOME (eleston.lettsome@yahoo.com) IP: 172.58.2.252
-  **03 / 04 / 2026**
00:05:43 UTC The document has been completed.

This instrument prepared by
the Deputy City Clerk

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

RELEASE OF CODE ENFORCEMENT LIEN

KNOW ALL MEN BY THESE PRESENTS that the CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA (“City”), whose mailing address is 120 East Main Street, Apopka, Florida 32703, is the owner and holder of that certain Order Imposing Penalty/Lien against **ELESTON A LETTSOME**, recorded on May 3, 2022 as **Instrument No. 20220348194**, and recorded on January 21, 2025 as **Instrument No. 20250036226** and recorded on June 18, 2025 as **Instrument No. 20250357301**, of Public Records of Orange County, Florida (“Code Enforcement Lien”).

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

IN WITNESS WHEREOF, the city has executed these presents this 6th day of May, 2026.

ATTEST:

CITY OF APOPKA, FLORIDA

Susan Bone, City Clerk

Nick Nesta, Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization, this ____ day of _____, 2026, by Nick Nesta, Mayor, and Susan Bone, City Clerk, who are personally known to me OR who have produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Town of Apopka, East ½ of Lot 33 and West ½ of Lot 34, Block H, PB A, Pages 87 and 109, of public records of Orange County, Florida.



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 5.

Meeting Date: May 6, 2026

Department: Finance Department

SUBJECT:

Authorize the Issuance of Evaluated Source Memo to: Great Lakes Carpet & Tile DBA Total Flooring Source

ACTION ITEM INFORMATION:

REQUEST:

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

SUMMARY:

PURCHASING POLICY 107.3.9.8.4. EVALUATED SOURCE

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

Summary of Requested Evaluated Source Vendor:

Department	Vendor	Description	Requested Amount
Parks, Recreation and Facilities	Great Lakes Carpet & Tile DBA Total Flooring Source	Carpet Tile Flooring	Annual Budgetary Appropriations

Vendor Evaluated Source Details:

Vendor:	Great Lakes Carpet & Tile DBA Total Flooring Source
Department:	Parks, Recreation, & Facilities
Amount Requested:	Annual Budgetary Appropriations
Policy Requirements:	<p>Comprehensive review of all available competitive sources and all other applicable competitive considerations:</p> <p>Following a thorough evaluation of Central Florida vendors, City staff has determined that Great Lakes Carpet & Tile Flooring be requested as the approved vendor for carpet tile services for City Hall. As part of the procurement process, staff solicited proposals and received the following quotes:</p> <ul style="list-style-type: none"> • Great Lakes Carpet & Tile: \$3,685.00 • Flooring Master of Apopka: \$3,962.27 <p>Great Lakes is the only vendor able to provide the exact product currently installed in City Hall—Aladdin Commercial “Details Collection – Material Sensibility Rhythmic Wave.” Matching this product is necessary to maintain the building’s established design standards and ensure consistency in color, pattern, and material.</p> <p>Using the same flooring also supports long-term maintenance by preventing visible inconsistencies, reducing wear from mismatched materials, and ensuring future repairs seamlessly integrate with existing areas. This approach preserves uniform facility standards and avoids avoidable costs or disruptions.</p>
Policy Requirements:	<p>Documentation clearly defining why it is in the best interest of the City not to obtain quotes with each purchase and/or why this vendor:</p> <p>To maintain the existing design standards of City Hall, it is essential that any replacement or expansion of carpet tile precisely match the flooring already installed throughout the facility. Great Lakes Carpet & Tile is the only vendor that can supply the specific Aladdin Commercial “Details Collection – Material Sensibility Rhythmic Wave” product that is currently in place. This ensures absolute consistency in color, pattern, and material composition, which is critical for sustaining a cohesive aesthetic across public-facing spaces and office areas.</p> <p>Consistency in flooring materials also supports efficient long-term maintenance. Using identical products prevents visible patchwork effects, reduces premature wear caused by mismatched materials, and ensures that future repairs or replacements integrate seamlessly with existing installations. By utilizing the same vendor and product line, the City maintains uniform facility standards and avoids the increased costs and operational disruptions associated with mismatched flooring.</p>

Policy Requirements:	<p>Proven quality differences and proximity of supplier:</p> <ul style="list-style-type: none"> • Great Lakes Carpet & Tile is the only vendor that can supply the exact carpet tile currently installed in City Hall—Aladdin Commercial “Details Collection – Material Sensibility Rhythmic Wave.” This match is essential for maintaining consistent design standards. • Great Lakes Carpet & Tile is located in close proximity to City Hall, supporting timely service and efficient project coordination.
Justification:	To preserve the professional appearance of City Hall and ensure continuity in maintenance practices, the Facilities Maintenance Department must utilize the same carpet tile product currently installed. Great Lakes Carpet & Tile is the sole distributor capable of providing the matching product, making their selection essential for maintaining both aesthetic uniformity and functional reliability throughout the building.
History:	FY2025 Expenditures - \$42,134.62 FY2024 Expenditures - \$ 3,919.86 FY2023 Expenditures - \$ 1,800.00

FUNDING SOURCE:

Approved FY26 Budget

RECOMMENDED MOTION:

Approve the issuance of blanket purchase orders to Great Lakes Carpet & Tile not to exceed budget appropriations.

ATTACHMENTS:

None



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 6.

Meeting Date: May 6, 2026

Department: Finance Department

SUBJECT:

Authorize the contract renewal for a continuation of grant administration services to: Fred Fox Enterprises, Inc., per the assigned terms.

ACTION ITEM INFORMATION:

REQUEST:

Authorize the contract renewal for a continuation of grant administration services to: Fred Fox Enterprises, Inc., 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 Commission 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 Commission approval. Multi-Year Piggybacks: if determined to be over \$50,000 and once authorized by City Commission, if the dollar amount allotted in the fiscal year budget is available for the services or commodities, it will not require additional City Commission approval.

Below is a full listing of contracts that are being requested by; department submittal, vendor, description, source, and expiration dates.

Department:	Finance
New Contract/ Renewal/Amendment:	Contract Renewal for a Continuation of Grant Administration Services
Contract Type:	Professional Services
Vendor:	Fred Fox Enterprises, Inc.
Contract Description:	Grant Administration Services
Terms:	Term Contract
Contract Start Date:	January 14, 2022
Expiration Date:	January 13, 2027
Renewals Available:	None
Annual Cost:	Services will be assigned by negotiating an agreement for each awarded individual grant, in accordance with the allowable percentage established for that grant and within fiscal year budgetary appropriations.
Contract Source Method:	Formal Solicitation: Request for Proposal (RFP) 2021-13
Contract Summary:	<p>Fred Fox Enterprises, Inc. was awarded a contract at the City Commission meeting held on November 17, 2021, to provide grant administration services for the Community Development Block Grant (CDBG) under the Neighborhood Revitalization category. The initial term of the contract is for three years, with the option to renew for two additional one-year terms. Services are assigned by negotiating an agreement for each awarded individual grant, in accordance with the allowable percentage established for that grant.</p> <p>In FY26, the City became an Entitlement grantee for the CDBG program. A key requirement of this designation is the development of a Citizen Participation Plan, which encourages community involvement in the City's Consolidation Plan. The Consolidated Plan must be submitted by August 16, 2026, in order for the CDBG program year to begin on October 1, 2026.</p> <p>Staff is requesting authorization for Fred Fox Enterprises, Inc. services to continue providing grant administration services for the CDBG program described for FY26, as well as any additional grant-related services as needed, with assignments permitted through January 13, 2027.</p>

History:	FY2025 - \$25,278.75 FY2024 - \$32,646.25 FY2023 - \$26,950.00 FY2022 - \$5,000.00
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FUNDING SOURCE:

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

RECOMMENDED MOTION:

Authorize the execution of a renewal for Fred Fox Enterprises, Inc., per the assigned terms.

ATTACHMENTS:

None



City of Apopka CITY COMMISSION STAFF REPORT

Section: CONSENT (Action Item)

Item #: 7.

Meeting Date: May 6, 2026

Department: Finance Department

SUBJECT:

Authorize the Finance Director to accept and execute the FDEP (L0126) Original Agreement in the amount of \$1,057,500.00 for the Apopka Replacement of Asbestos Cement and Galvanized Drinking Water Pipes project.

ACTION ITEM INFORMATION:

REQUEST:

Authorize the Finance Director to accept and execute the **FDEP (L0126) Original Agreement** in the amount of \$1,057,500 for the Apopka Replacement of Asbestos Cement and Galvanized Drinking Water Pipes project.

SUMMARY:

Background: The City provides this service through 368 miles of pipelines that vary in size, from 2-inch to 36-inch; out of which, **10.8 miles consist of asbestos cement pipes** and **2.1 miles consist of galvanized pipes**. The City of Apopka intends to replace asbestos cement potable water piping through a phase approach over the next several years. This project addresses aging infrastructure issues that pose risks to water quality and system reliability.

Phase 1 (ITB-20240A-62) of this project covered replacement pipes along Martin Street within the City of Apopka. The City expended \$1,261,086 in **local funding** on Phase 1.

- **Design** — Tetra Tech Inc: \$134,754
- **Construction** — Cacique Utilities: \$1,126,332

Phase 2 of this project addresses completing the design of approximately 13,100 linear feet (LF) of asbestos cement (AC) potable water piping and approximately 2,500 LF of galvanized piping. The City will construct the replacement of the pipes in accordance with the final design based on available funding.

Phase 2 includes grant funding from the following sources:

- **HUD grant** (Agreement # B-23-CP-FL-0379) in the amount of **\$2,500,000**
 - Project Address: Clarcona Road; 7th Street; 15th Street; 17th Street; Washington Avenue.
 - Grant Period: 02/17/2023 – 08/31/2031
- **FDEP grant** (attached Agreement # L0126) in the amount of **\$1,057,500**
 - Project Location: The Project will be located in the City of Apopka within Orange County; Lat/Long (28.6890, - 81.5110).
 - Grant Period: 07/01/2025 – 12/31/2028

To date, the City has expended \$420,813 (**Design** — Tetra Tech Inc.) for this phase of the project in **local funding**.

FUNDING SOURCE:

Grant funding from the Florida Department of Environmental Protection (FDEP). No match required.

RECOMMENDED MOTION:

Authorize the Finance Director to accept and execute the **FDEP (L0126) Original Agreement** in the amount of \$1,057,500 for the Apopka Replacement of Asbestos Cement and Galvanized Drinking Water Pipes project.

ATTACHMENTS:

1. FDEP (L0126) - Original Agreement

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.

GRANTEE

Grantee Name _____

By _____
(Authorized Signature) Date Signed _____

Print Name and Title of Person Signing _____

State of Florida Department of Environmental Protection DEPARTMENT

By _____
 Secretary or Designee Date Signed _____

Print Name and Title of Person Signing _____

Additional signatures attached on separate page.

DWRA Additional Signatures

Emmanuella Maduko, DEP Grant Manager

David M. Taylor, DEP QC Reviewer

**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

Attachment 1

1 of 14

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:

Attachment 1

- 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.

Attachment 1

- 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.

Attachment 1

5 of 14

- 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.

Attachment 1

14 of 14

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0126**

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 Apopka Replacement of Asbestos Cement and Galvanized Drinking Water Pipes. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term 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:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	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. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may 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. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

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 Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. 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 and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

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. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

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.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Apopka Replacement of Asbestos Cement and Galvanized Drinking Water Pipes

PROJECT LOCATION: The Project will be located in the City of Apopka within Orange County; Lat/Long (28.6890, - 81.5110).

PROJECT BACKGROUND: The City of Apopka (Grantee) intends to replace asbestos cement potable water piping through a phase approach over the next several years. Phase 2 of this program will replace approximately 13,100 linear feet (LF) of asbestos cement (AC) potable water piping and approximately 2,500 LF of galvanized piping. This project addresses aging infrastructure issues that pose risks to water quality and system reliability.

PROJECT DESCRIPTION: The Grantee will complete preconstruction and construction activities to replace approximately 15,600 LF of aging water pipes with polyvinyl chloride and high-density polyethylene pipes and site restoration of the disturbed areas.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of approximately 13,100 LF of AC potable water pipe replacement and approximately 2,500 LF of galvanized pipe replacement and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct the replacement of Asbestos Cement and Galvanized Drinking Water Pipes in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department’s Grant Manager. Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$485,066	07/01/2025	06/30/2028
2	Construction	Contractual Services	\$572,434	07/01/2025	06/30/2028
Total:			\$1,057,500		

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**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

Attachment 5

3 of 6

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
Original Agreement	Florida Department of Environmental Protection	2025 - 2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$1,057,500	149950
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					\$1,057,500	

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**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



City of Apopka CITY COMMISSION STAFF REPORT

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

Item #: 1.

Meeting Date: May 6, 2026

Department: Community Development

SUBJECT:

Ordinance Number 3157 - First Reading – Small-Scale Future Land Use Amendment – 171 W. Orange St and 15 N. Washington Ave

ACTION ITEM INFORMATION:

Owner(s): JV CV Residential Properties LLC

Applicant(s): Alynne Cordray

Parcel Identification Number(s): 09-21-28-1972-01-220 and 09-21-28-1972-01-221

Location: 171 W. Orange Street and 15 N. Washington Avenue

Project: Small-Scale Future Land Use Amendment

Existing Future Land Use: Residential Low

Existing Density: 5 dwelling units per acre

Proposed Future Land Use: Mixed-Use

Proposed Density: 15 dwelling units per acre

Existing Use(s): Residential

Existing Zoning: MU-D (Mixed-Use Downtown)

Tract Size: 0.9 +/- Acres

Proposed Use: Residential Development

Proposed Number of Units: 2 Townhome buildings consisting of 8 Units (4 units in each townhome)

School Zone: Apopka ES, Apopka Memorial MS, Apopka HS

Project Manager: Jun Sohn, Ph.D.

REQUEST:

Accept the first reading of Ordinance Number 3157 and hold it over for second reading and adoption.

SUMMARY:

Owner(s): JV CV Residential Properties LLC

Applicant(s): Alynne Cordray

Parcel Identification Number(s): 09-21-28-1972-01-220 and 09-21-28-1972-01-221

Location: 171 W. Orange Street and 15 N. Washington Avenue

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School Zone: Apopka ES, Apopka Memorial MS, Apopka HS

Direction	Future Land Use	Zoning	Present Use
North	Residential Low (5 DU/A)	Mixed-Use Downtown	Residential
East	Residential Low (5 DU/A)	Mixed-Use Downtown	Residential
South	Residential Low (5 DU/A)	Mixed-Use Downtown	Residential
West	Commercial	Mixed-Use Downtown	Commercial

PROJECT SUMMARY:

The subject properties, which are approximately 0.9 acres in size, are located at 171 W. Orange Street and 15 N. Washington Avenue. The current use is residential. The applicant is requesting a Future Land Use amendment of the properties from Residential Low, which permits a maximum density 5 dwelling units per acre to Mixed-Use, which permits a maximum density of 15 dwelling units per acre and maximum of 1.0 floor area ratio for non-residential development. The applicant is requesting the future land use amendment in order to permit future land use designation of the property to be consistent and compatible with its current zoning, which is Mixed-Use Downtown (MU-D). The requested Future Land Use designation of Mixed-Use allows a maximum of 15 dwelling units per acre according to the Apopka Comprehensive Plan 2030. The applicant has proposed a new development consisting of 2 townhomes buildings with a total of 8 housing units. The conceptual plan that has been provided by the applicant has been attached as a point of reference to this staff report, while an actual development plan has not been submitted for review. Per the Land Development Code, Appendix F, Downtown Area Maps, CRA, CBD, and Original Downtown Development Overlay District, the subject properties at 171 W. Orange Street and 15 N. Washington Avenue are located within the Community Redevelopment Area (CRA) Overlay District. According to the Comprehensive Plan, Future Land Use Element, Policy 3.1.r., areas within the CRA shall be allowed to have a Future Land Use designation of Mixed-Use to encourage innovative land use techniques, creative urban design, environmental protection, and the use of sustainable development principles and practices.

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

1. Is consistent with and furthers the goals, objectives and policies of the comprehensive plan and other adopted City plans;
 - Applicant’s response: Yes, the plan is consistent with comprehensive plan. The subject property is currently zoned for proposed development.
 - Staff response: Staff has no objection. Comprehensive Plan, Future Land Use Element, Policy 3.1.r., states that areas within the CRA shall be allowed to have a Future Land Use designation of Mixed-Use to encourage innovative land use techniques, creative urban design, environmental protection, and the use of sustainable development principles and practices.

2. Is in conflict with any provisions of the LDC;
 - Applicant’s response: No, it is not in conflict with any portion of the LDC.
 - Staff response: Staff has no objection.

3. Addresses a demonstrated community need;
 - Applicant’s response: Creates housing in line with traditional planning guidelines and increases density in an area planned for growth.
 - Staff response: Staff has no objection.

4. Is required by changed conditions;
 - Applicant’s response: There is no changing conditions. Property is currently zoned for proposed development.

- Staff response: Staff has no objection.
5. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - Applicant’s response: Yes, it is compatible with existing and proposed uses surrounding the subject land.
 - Staff response: Staff has no objection. Comprehensive Plan, Future Land Use Element, Policy 3.1.r., states that areas within the CRA shall be allowed to have a Future Land Use designation of Mixed-Use to encourage innovative land use techniques, creative urban design, environmental protection, and the use of sustainable development principles and practices.
 6. Would result in a logical and orderly development pattern;
 - Applicant’s response: Yes, would result in a logical and orderly development pattern.
 - Staff response: Staff has no objection.
 7. Would not result in significant adverse impacts on the natural environment—including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - Applicant’s response: No, would not have adverse impacts on natural environment.
 - Staff response: Staff has no objection. This is considered infill development.
 8. Would result in development that is adequately served by public facilities (e.g., streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities).
 - Applicant’s response: Property is centrally located and adequately served with existing public facilities.
 - Staff response: Staff has no objection.

SCHOOL CAPACITY REPORT:

An inquiry was sent to Orange County Public Schools (OCPS) regarding the school capacity requirement for this application. OCPS determined that school capacity is not available. The School Capacity Determination Letter from OCPS has been attached to this staff report. The property is zoned for Apopka Elementary, Apopka Memorial Middle, and Apopka High Schools. Per the Capacity Determination Letter, the school capacity of Apopka Elementary and Apopka Memorial Middle School is available, but Apopka High School is not available and is deficient by 1.197 seats.

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 February 16, 2026.

PUBLIC HEARING SCHEDULE:

April 14, 2026 – Planning Commission (5:00 P.M.)
 May 6, 2026 – City Commission (1:30 P.M.), First Reading
 May 20, 2026 – City Commission (7:00 P.M.), Second Reading and Adoption

DULY ADVERTISED:

March 27, 2026 – Apopka Chief
 March 20, 2026 – Mailed notices to adjacent property owners
 March 20, 2026 – Posters placed on property

LAND USE REPORT:

1. Relationship of adjacent properties

Direction	Future Land Use	Zoning	Present Use
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North	Residential Low (5 DU/A)	Mixed-Use Downtown	Residential
East	Residential Low (5 DU/A)	Mixed-Use Downtown	Residential
South	Residential Low (5 DU/A)	Mixed-Use Downtown	Residential
West	Commercial	Mixed-Use Downtown	Commercial

2. Land Use Analysis

The subject property is located in the Joint Planning Area between Orange County and the City of Apopka. The properties are surrounded by residential and commercial uses and are in the Mixed-Use Downtown Zoning District. For consistency between the property's Future Land Use and Zoning, land use of the subject property is recommended for Mixed-Use, allowing a maximum of 15 dwelling units per acre to be consistent with its zoning, as well as the Comprehensive Plan policies, Development Design Guidelines, and the Land Development Code.

Per the Land Development Code, Appendix F, Downtown Area Maps, CRA, CBD, and Original Downtown Development Overlay District, the subject properties at 171 W. Orange Street and 15 N. Washington Avenue are located within the Community Redevelopment Area (CRA) Overlay District. According to the Comprehensive Plan Future Land Use Element, Policy 3.1.r., areas within the CRA shall be allowed to have a Future Land Use designation of Mixed-Use to encourage innovative land use techniques, creative urban design, environmental protection, and the use of sustainable development principles and practices. Further land use analysis is provided in the section below, City of Apopka Comprehensive Plan Policies. The Downtown Area Map is attached.

The property is approximately 0.9 acres in size and is located in one of the following areas:

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

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

City of Apopka Comprehensive Plan Policies:

Future Land Use Element:

Policy 3.1.r.

Mixed-Use

The primary intent of the Mixed-Use land use category is to allow a mixture of residential, office, commercial, industrial, recreation, institutional uses, and public facilities to serve the residential and non-residential needs of special areas of the City. This mix of land uses may occur on a single parcel or multiple parcels in the form of: a permitted single use; a vertical combination of different permitted uses; or a horizontal mix of different permitted uses. The intensity of development within the mixed-use land use categories will vary depending on location and surrounding uses. Transit-oriented design elements shall be encouraged to promote multiple modes of transportation in the mixed-use categories.

The Land Development Code will establish zoning districts and/or zoning overlay areas with standards that define the appropriate location for various intensities/densities. The following maximum gross intensity/density standards shall not be exceeded.

	Community Center	Employment Center	Central Business District	Interchange (3)
USES ALLOWED (1)				
Residential	50% max.	30% max.	50% max.	75% max
Commercial	60% max.	40% max.	60% max.	30% max.
Office/Medical	50% max.	90% max.	70% max.	
Light Industrial	0	20%	10% max.	
Recreation (Passive or Active)	20% min.	15% min.	15% min.	15% min.
Institutional/Public/Civic	50% max.	40% max.	50% max.	40% max.
DEVELOPMENT STANDARDS				
FAR (2) Min.	0.25	0.25	0.25	(see Note 3)
Max.	0.6	1	2	1
Density Max.	10	15	15	25

NOTES:

- (1) See LDC for definitions of Residential, Commercial, Office, Light Industrial, etc.
- (2) Calculated per individual site or in the case of mixed use by development site.
- (3) Use percentages to be calculated based on the entire Wekiva Parkway Interchange Vision Plan Area. See Policies 20.79 and 20.810 for densities/intensities by character district.

Designation of a Mixed-Use Category

In order to encourage innovative land use techniques, creative urban design, environmental protection and the use of sustainable development principles and practices, designation of new mixed-use categories on the FLUM shall only be allowed for land located within the following areas:

1. Areas within the Expressway, Plymouth, West, and Northwest small area plans as shown on their respective master plans;
2. The CRA Overlay District depicted on the adopted FLUM;
3. Land anticipated for inclusion within the Wekiva Parkway Interchange Land Use Plan to be adopted by December 2010; and
4. Areas that have been subject to a Small Area Study.

Transportation Element: Policies 1.1 and 1.2 state that the City of Apopka is a Transportation Concurrency Exception Area.

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

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

Land Use Calculations:

- CURRENT: Residential Medium = 5 Dwelling Units/Acres * 0.9 Acres = 4.5 Single-Family units
- PROPOSED: Mixed-Use = 15 Dwelling Units/Acres * 0.9 Acres = 13.5 Single-Family units This initial review does not preclude conformance with concurrency requirements at the time of development approval.

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

FUNDING SOURCE:

Not applicable.

RECOMMENDED MOTION:

Development Review Committee (DRC):

Recommends approval of the change in Future Land Use designation from Residential Low to Mixed Use, finding the proposed amendment consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, based on the findings and facts presented in the staff report and exhibits.

Planning Commission:

At the meeting on April 14, 2026, the Planning Commission found the proposed Change in Future Land Use designation from Residential Low to Mixed Use, consistent with the Comprehensive Plan and Land Development Code, and compatible with the character of the surrounding areas, recommend approval of the proposed Change of Future Land Use, based on the findings and facts presented in the staff report and exhibits.

Recommended Motion - City Commission:

Accept the first reading of Ordinance Number 3157 and hold it over for second reading and adoption.

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

ATTACHMENTS:

1. Ordinance Number 3157
2. Map Series
3. CRA Map
4. Advertisement March 27
5. School Capacity Determination
6. Conceptual Plan
7. Community Meeting Summary

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ORDINANCE NO. 3157

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM RESIDENTIAL LOW TO MIXED USE FOR PROPERTIES LOCATED AT 171 W. ORANGE STREET AND 15 N. WASHINGTON AVENUE; OWNED BY JV CV RESIDENTIAL PROPERTIES LLC, COMPRISING 0.9 ACRES MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City of Apopka Planning Commission held a public hearing on April 14, 2026, to consider this small-scale amendment to the Future Land Use Map of the Comprehensive Plan and determined that this amendment is internally consistent with the City's Comprehensive Plan; and

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

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

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

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

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

ORDINANCE NO. 3157

PAGE 2

1 forth above recitals are hereby adopted.

2

3 **Section II. Future Land Use Map Amendment.** Page 1-32 (Map 1-6) of the Future Land
4 Use Element of the City of Apopka Comprehensive Plan, is hereby amended to change the land
5 use from Residential Low to Mixed Use for certain real properties generally located East of
6 Washington Avenue and North of Orange Street, comprising 0.9 acres more or less; as shown and
7 further described in Exhibit "A" attached hereto.

8

9 **Section III. Applicability and Effect.** The applicability and effect of the City of Apopka
10 Comprehensive Plan shall be as provided by the Community Planning Act as set forth in Chapter
11 163, *Florida Statutes*.

12

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

16

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

19

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

25

26 ADOPTED at a regular meeting of the City Commission of the City of Apopka, Florida,
27 this _____ day of _____, 2026.

28

29 READ FIRST TIME: May 6, 2026

30

31 READ SECOND TIME AND
32 ADOPTED: _____

33 ATTEST:

34

35

36 _____
37 Susan Bone, City Clerk

Nick Nesta, Mayor

38

39 Approved as to form and legal sufficiency:

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42 _____
43 Clifford B. Shepard, City Attorney

44

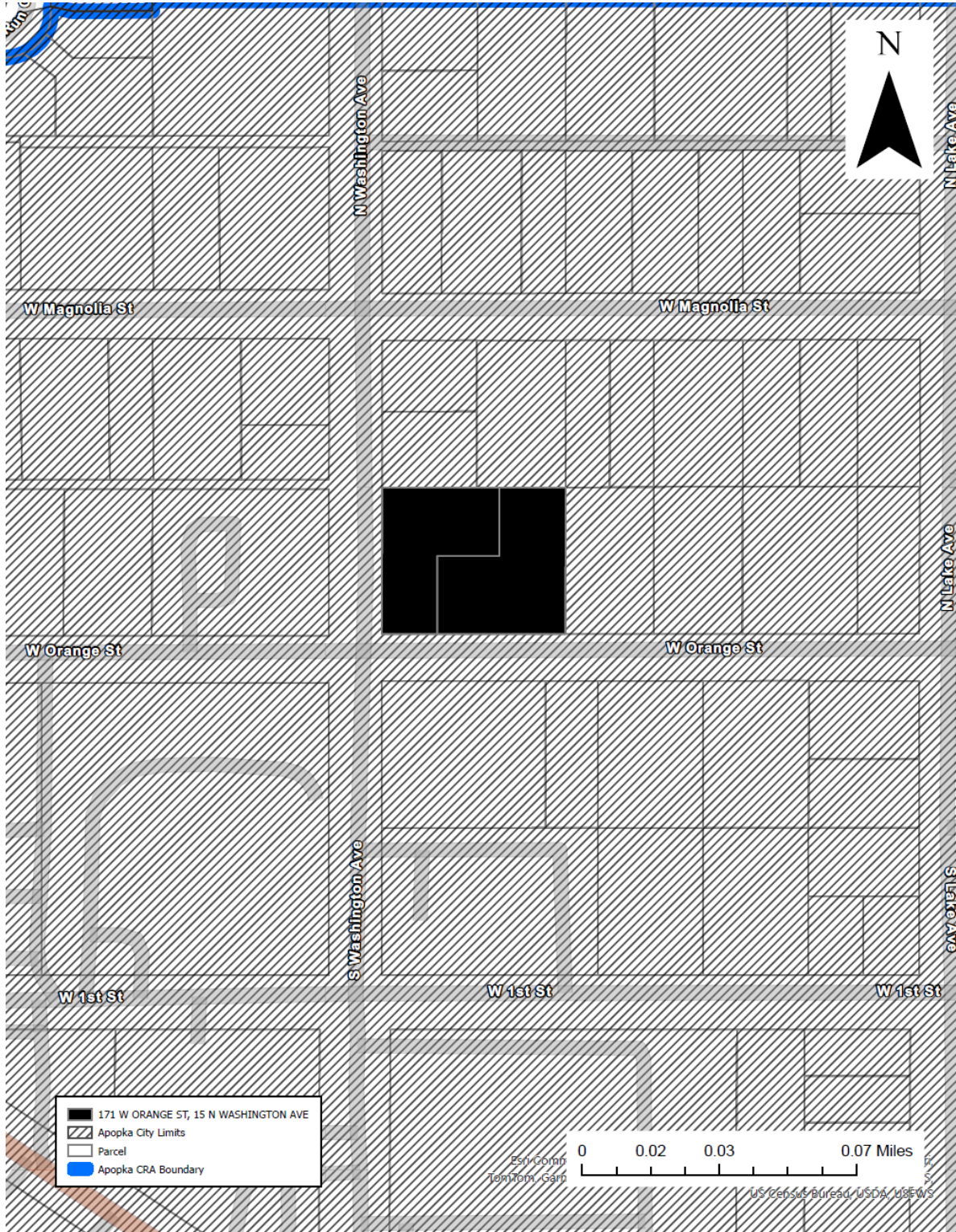
45 DULY ADVERTISED FOR PUBLIC HEARING: March 27, 2026

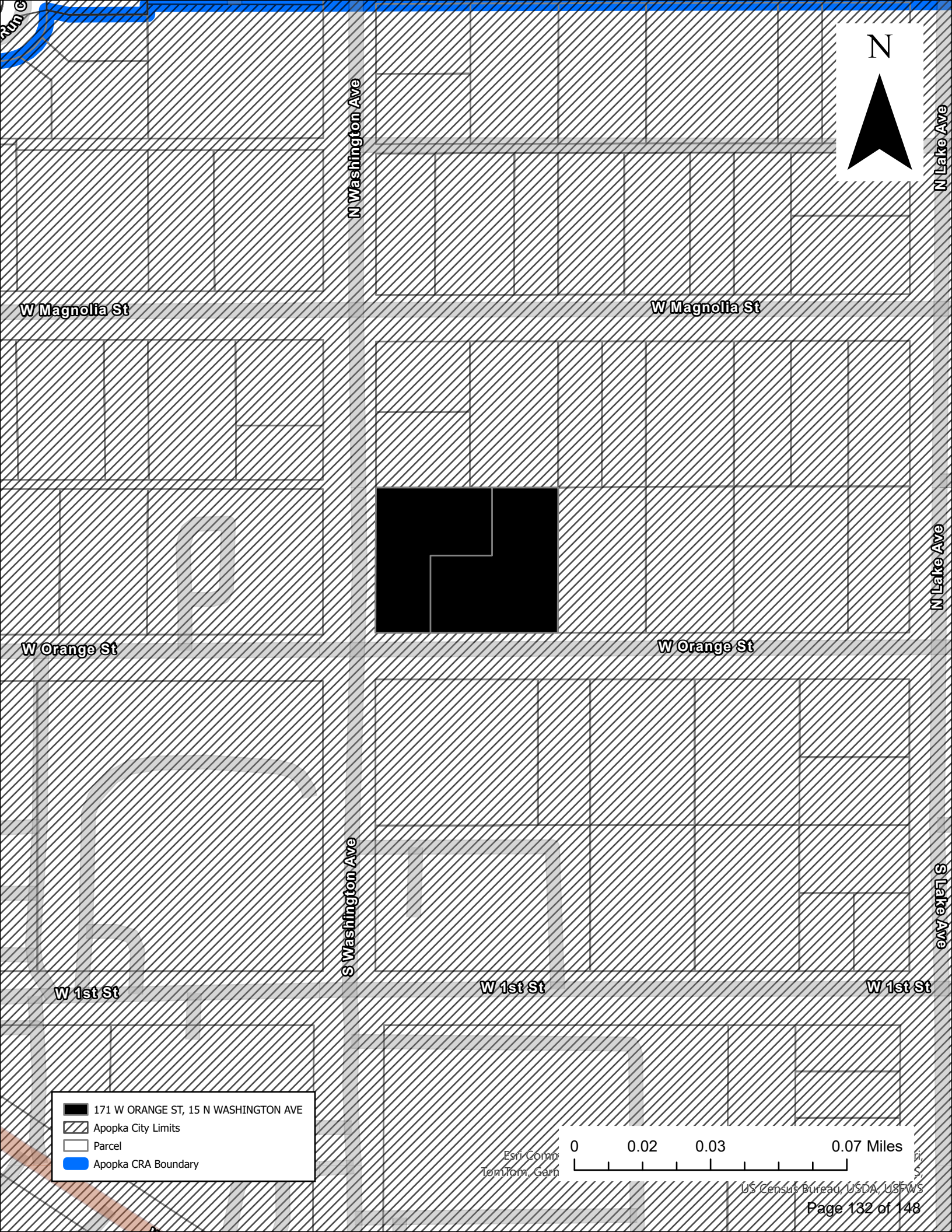
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EXHIBIT "A"

Parcel Identification Number(s): 09-21-28-1972-01-220 and 09-21-28-1972-01-221

Location Map





N



N Washington Ave

N Lake Ave

W Magnolia St

W Magnolia St

W Orange St

W Orange St

N Lake Ave

S Washington Ave

S Lake Ave

W 1st St

W 1st St

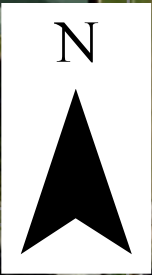
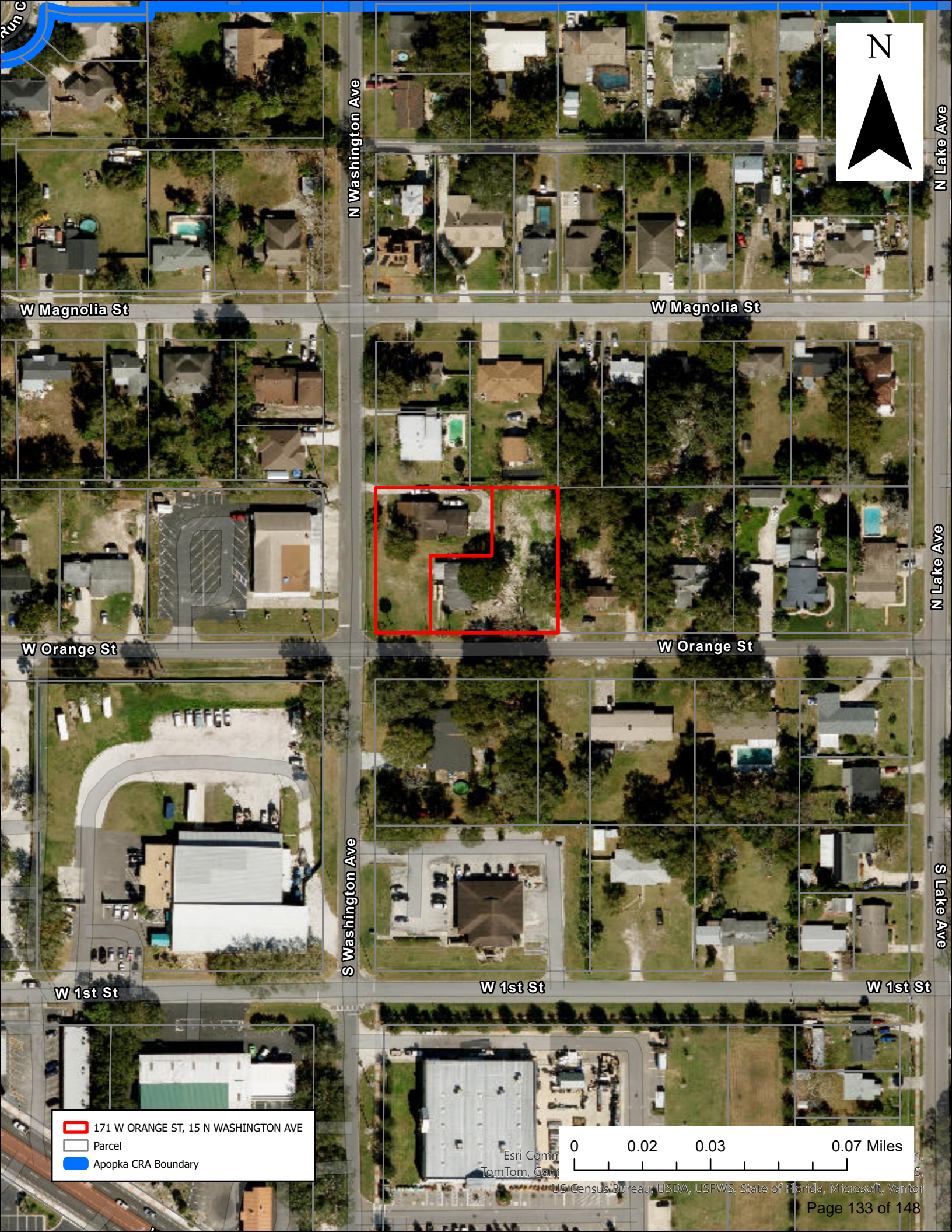
W 1st St

- 171 W ORANGE ST, 15 N WASHINGTON AVE
- Apopka City Limits
- Parcel
- Apopka CRA Boundary

Esri, Garmin

0 0.02 0.03 0.07 Miles

US Census Bureau, USDA, USFWS



W Magnolia St

W Magnolia St

W Orange St

W Orange St

W 1st St

W 1st St

W 1st St




N Washington Ave

N Lake Ave

N Lake Ave

S Washington Ave

S Lake Ave

-  171 W ORANGE ST, 15 N WASHINGTON AVE
-  Parcel
-  Apopka CRA Boundary

0 0.02 0.03 0.07 Miles

Esri Com
TomTom, Ga

US Census Bureau, USDA, USFWS, State of Florida, Microsoft, Vantor



N Washington Ave

N Lake Ave

W Magnolia St

W Magnolia St

W Orange St

W Orange St

N Lake Ave

S Washington Ave

S Lake Ave

W 1st St

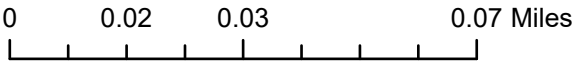
W 1st St

171 W ORANGE ST, 15 N WASHINGTON AVE

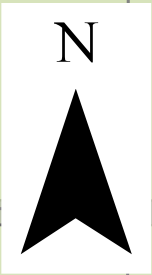
Parcel

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
- Apopka CRA Boundary



Esri Comm
TomTom, Garn



N Washington Ave

N Lake Ave

W Magnolia St

W Magnolia St




























W Orange St

N Lake Ave

171 W ORANGE ST, 15 N WASHINGTON AVE

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
-  Apopka CRA Boundary

S Washington Ave

S Lake Ave

W 1st St

W 1st St

Esri Com
TomTom, Garn

0 0.02 0.03 0.07 Miles

Future Land Use	Sum of Land Uses (acres)	Percentage of Land Uses (acres)
Commercial	178.77	37.35%
Industrial	34.84	7.28%
Institutional - Public Use	3.55	0.74%
Mixed-Use	19.37	4.05%
Office	41.88	8.75%
Parks and Recreation	28.16	5.88%
Residential High	0.55	0.12%
Residential Low	130.16	27.20%
Residential Medium	40.25	8.41%
Residential Medium Low	1.08	0.23%
Grand Total	478.61	100.00%



Future Land Use

- Commercial
- Industrial
- Institutional - Public Use
- Mixed-Use
- Office
- Parks and Recreation
- Residential High
- Residential Low
- Residential Medium
- Residential Medium Low
- Parcel
- Apopka CRA Boundary

Not to Scale

Date Saved: 9/26/2025

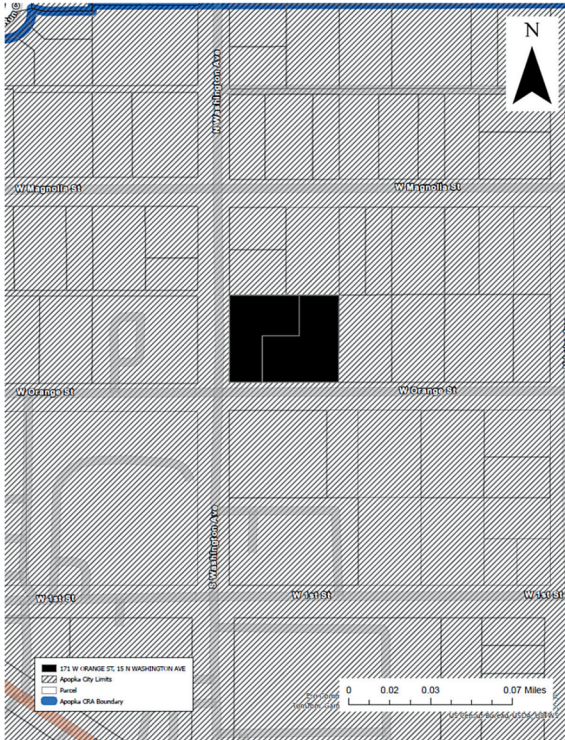
Sources: Esri, TomTom, Garmin, FAO, map contributors, and the GIS User Community

CITY OF APOPKA PUBLIC HEARING NOTICE CHANGE OF FUTURE LAND USE

NOTICE is hereby given that **Alyne Cordray** has made application relating to the properties located at 171 W. Orange Street and 15 N. Washington Avenue, Apopka, Florida 32703 shown below for a change of future land use and requested that the City of Apopka adopt the following ordinances:

ORDINANCE NO. 3157

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE FUTURE LAND USE FROM RESIDENTIAL LOW TO MIXED USE, FOR CERTAIN REAL PROPERTIES LOCATED 171 W. ORANGE STREET AND 15 N. WASHINGTON AVENUE; OWNED BY JV CV RESIDENTIAL PROPERTIES LLC, COMPRISING 0.9 ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



Parcel Identification Number(s): 09-21-28-1972-01-220 and 09-21-28-1972-01-221

Contains: 0.9 +/- Acres

Notice is given that the **City of Apopka Planning Commission** will hold public hearings for **Ordinance Number 3157** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Tuesday, April 14, 2026 beginning at 5:30 P.M.**, or as soon thereafter as possible.

FURTHER NOTICE is given that public hearings for **Ordinance Number 3157** will be held by the **City of Apopka City Commission** at its regularly scheduled meeting in the City Council Chambers of the Apopka City Hall, 120 E. Main Street, Apopka, Florida on **Wednesday, May 6, 2026 beginning at 1:30 P.M., and Wednesday, May 20, 2026 beginning at 7:00 P.M.**, or as soon thereafter as possible.

Interested parties and the public may appear at the above-listed hearings to speak. The proposed ordinances, 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 FL 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 FL 32703, Telephone: 407-703-1704, at least 48 hours prior to the proceeding.

March 27, 2026

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



Orange County Public Schools

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

FORMAL SCHOOL CAPACITY DETERMINATION CAPACITY LETTER

March 20, 2026

E-MAIL: ALYNNCOR@YAHOO.COM

Alynn Cordray
2875 S. Orange Ave, Suite 500/610
Orlando, FL 32806

Application **APK-26-003 Apopka Townhouses**

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	<input checked="" type="checkbox"/> FLUM
	<input type="checkbox"/> Rezoning
	<input type="checkbox"/> Amendment or Extension
Development Application #:	TBD
Project Name:	Apopka Townhouses
OCPS Completed Application Date:	03/02/26
Parcel #(s):	09-28-21-1972-01-221, 09-28-21-1972-01-220
Requested New Units (#):	SF: 9 MF: TH:
Vested Unit(s):	SF: 4 MF: TH:
Total Project Units:	13
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:

	Apopka 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 September 16, 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: Jun Sohn, City of Apopka (via e-mail)
Thomas Moore, OCPS (via e-mail)
Project File

Attachment A



School Capacity Determination

User ID SV March 20, 2026 11:58:05

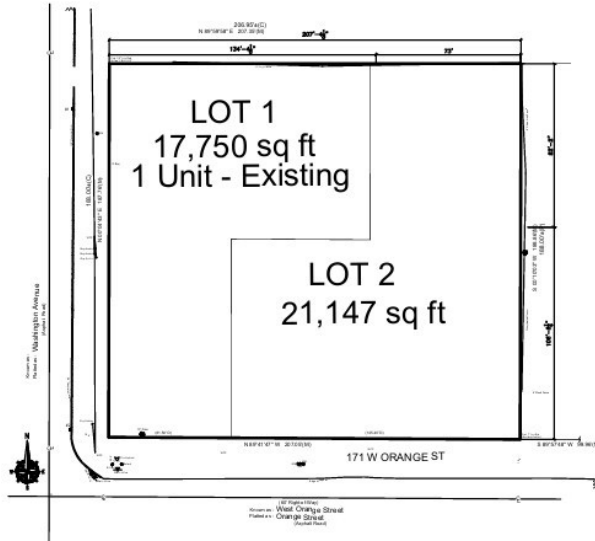
Project ID: CEA – APK – 26 – 003 Valid Until: September 18, 2026

Project Name:		APOPKA TOWNHOUSES	
Unvested Units	Single Family Units:	9	Vested Units
	Multi Family Units:	0	
	Multi Family High Rise Units:	0	
	Town Homes Units:	0	
	Mobile Home Units:	0	
	Single Family Units:	4	
	Multi Family Units:	0	
	Multi Family High Rise Units:	0	
	Town Homes Units:	0	
	Mobile Home Units:	0	

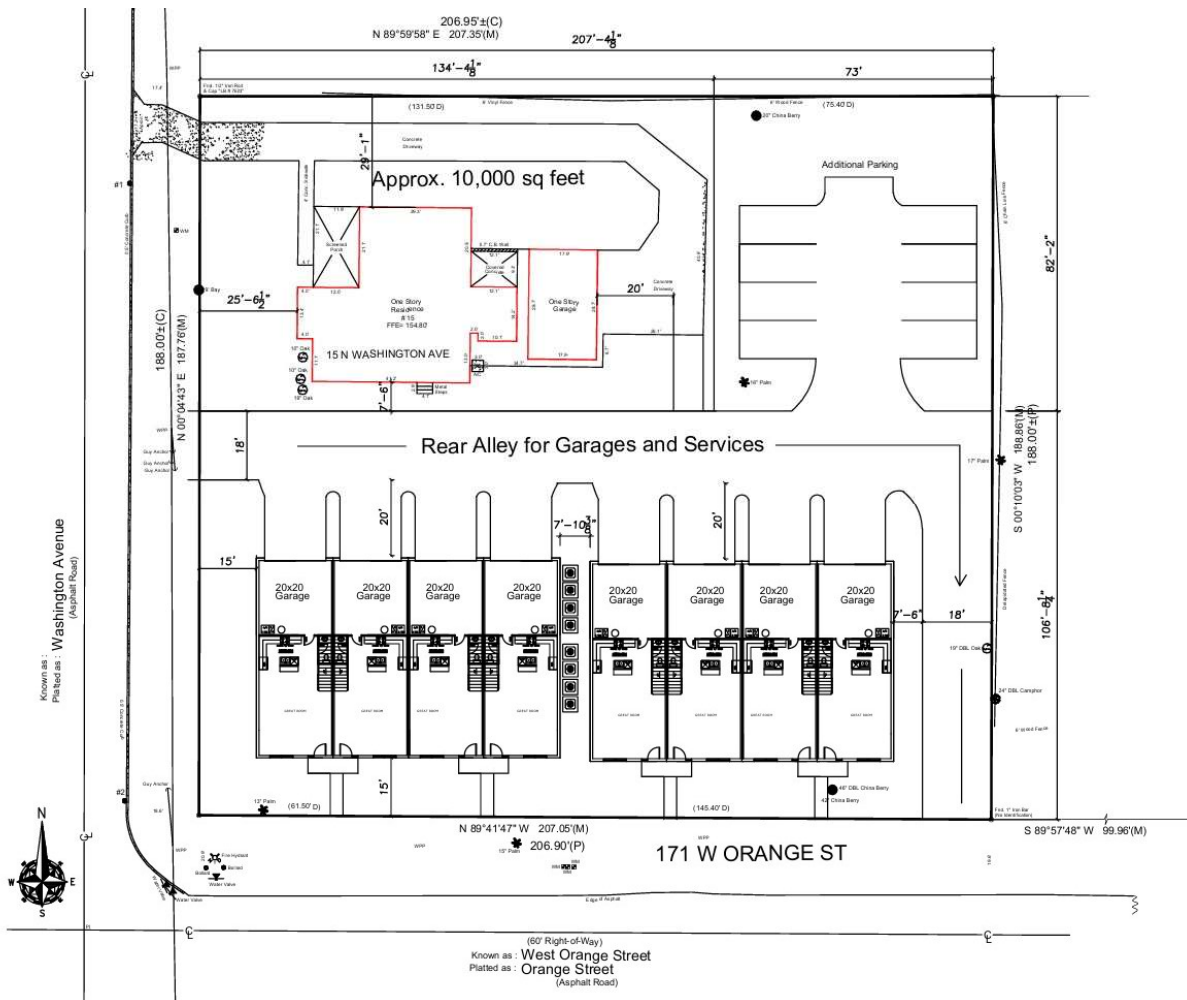
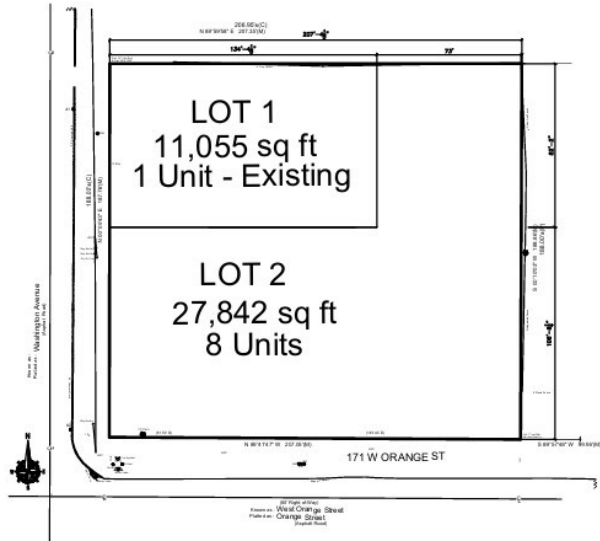
Capacity Enhancement	School Level	Elementary	Middle	High
	CSA:	BB		
	School:	APOPKA ES	APOPKA MS	APOPKA HS
	<i>Analysis of Existing Conditions</i>			
	School Capacity (2025-2026)	830	1,036	3,227
	Enrollment (2025-2026)	882	825	3,404
	Utilization (2025-2026)	99.0%	101.0%	110.0%
	LOS Standard	110.0%	100.0%	100.0%
	Available Seats	31	211	0
	<i>Analysis of Reserved Capacity</i>			
School Level	Elementary	Middle		
Encumbered Capacity	9	21	60	
Reserved Capacity	0	0	0	
Adjusted Utilization	107.3%	81.7%	107.3%	
Adjusted Available Seats	22	190	0	
<i>Analysis of Proposed Development</i>				
Students Generated	1.602	0.846	1.197	
Adjusted Utilization	107.5%	81.7%	107.4%	
AVAILABLE/NOT AVAILABLE	AVAILABLE	AVAILABLE	NOT AVAILABLE	
Number of Seats to Mitigate	0.000	0.000	1.197	

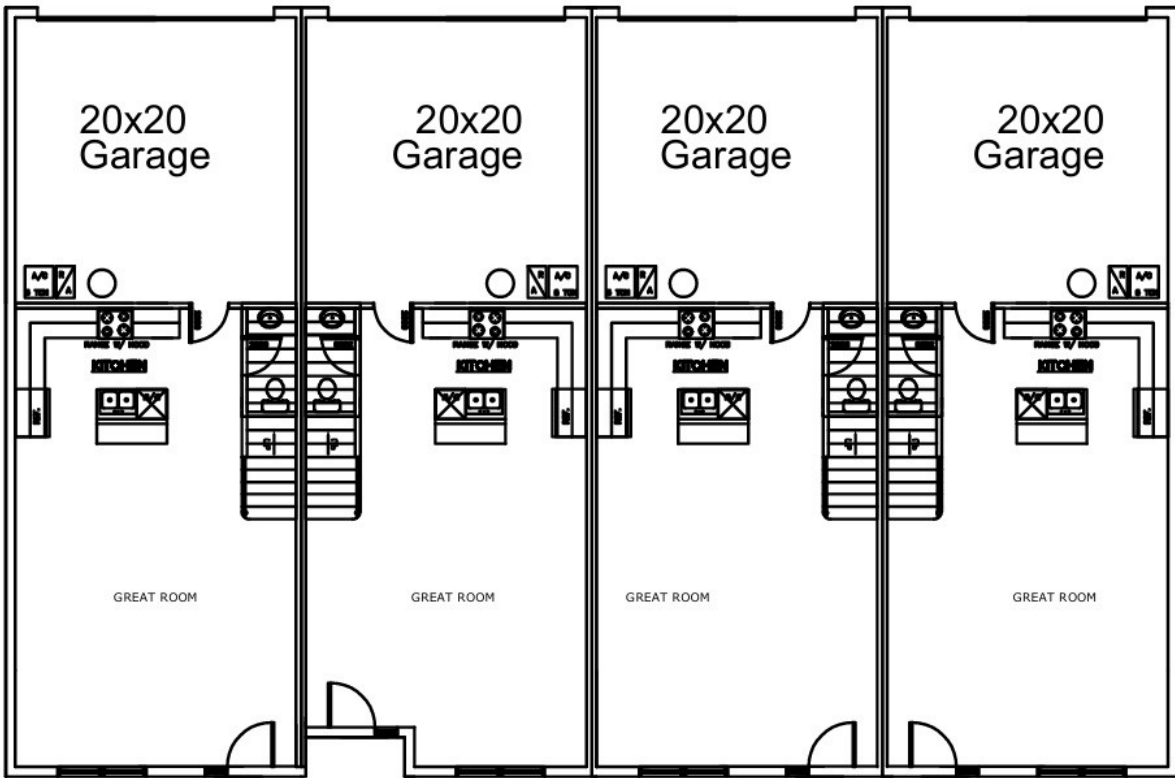
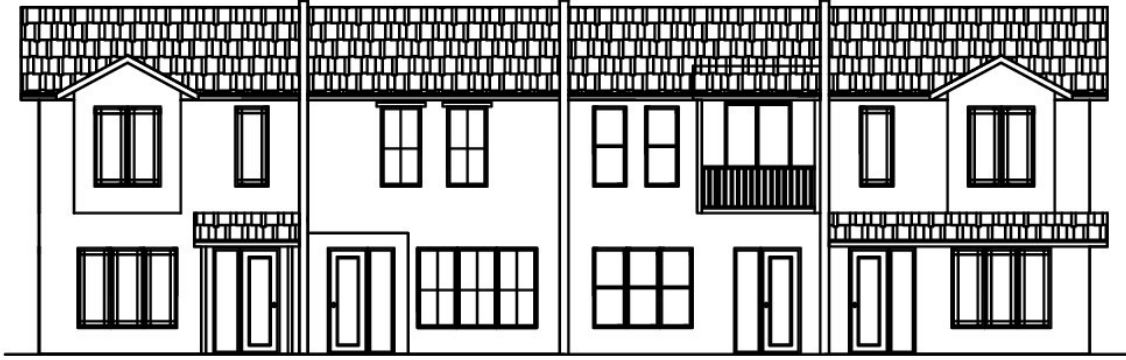
APOPKA ES	
APOPKA MS	
APOPKA HS	

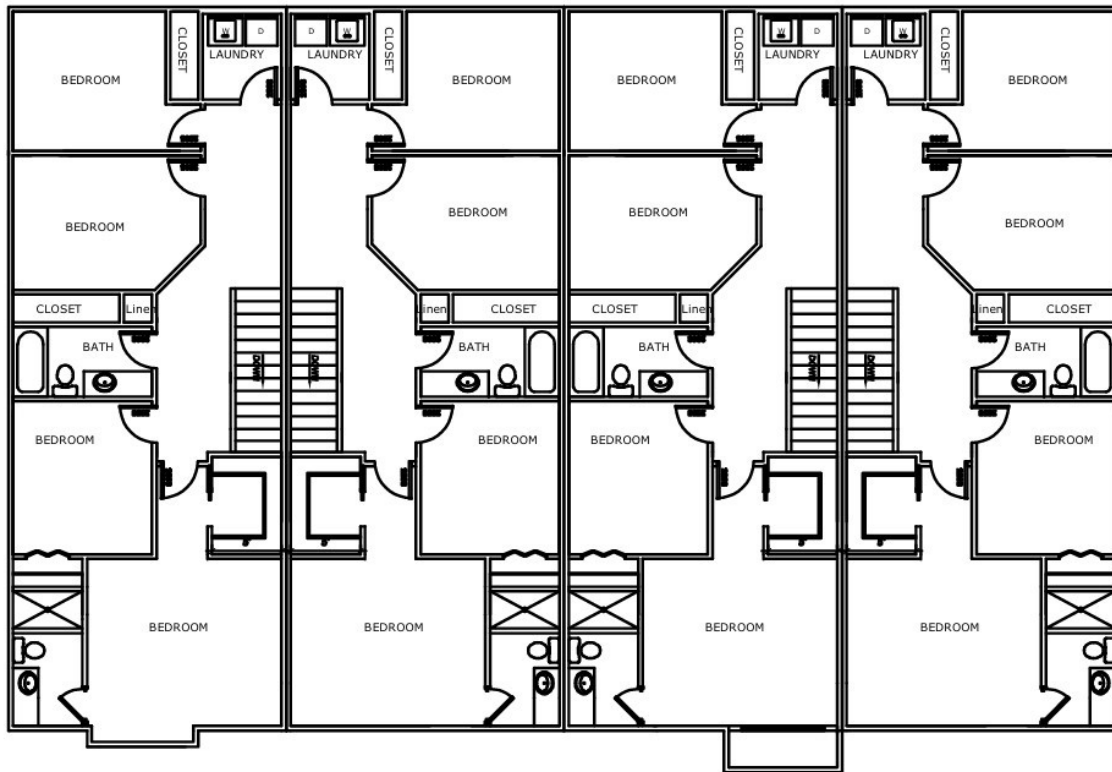
Existing



Proposed







If you have any questions feel free to email me at alynnecor@yahoo.com

Thank you

Alynn Cordray

Planner/Designer

Meeting Summary

There were three residents that attending the meeting. Anthony Connelly, Lynne Andersen and Flo Nelson.

Anthony Connelly is the neighbor to the rear/north of W Orange street. His main concern was drainage to his property. I assured him that part of the drainage plan would divert water

Townhouse Project – Community Meeting

171 W Orange Street/15 N Washington Ave
Apopka, Florida, 32703

You are invited to discuss a proposed townhouse development project on the corner of 171 W Orange Street and 15 N Washington Ave.

Date: Saturday, November 29, 2025

Time: 2:00 pm - 4:00 pm

Location: Meeting Room

North Orange Library

1211 E Semoran Blvd

Apopka, FL, 32703

Proposed development is 8 new construction townhouses with garages in back to foster traditional town planning principles in the mixed-use downtown area.

This project aligns with the City of Apopka policies to promote and support the new development and redevelopment of properties within the Mixed-Use Downtown District to foster economic growth, enhance urban vitality, and create a vibrant, integrated community that serves both residential and commercial needs.

Current Future Land Use: Residential Low

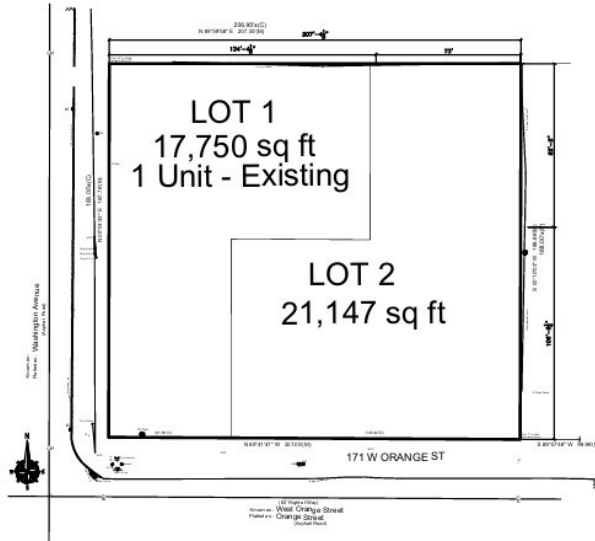
Proposed Future Land Use: Mixed Use

Current Zoning APK-MU-D - Residential Mixed Use

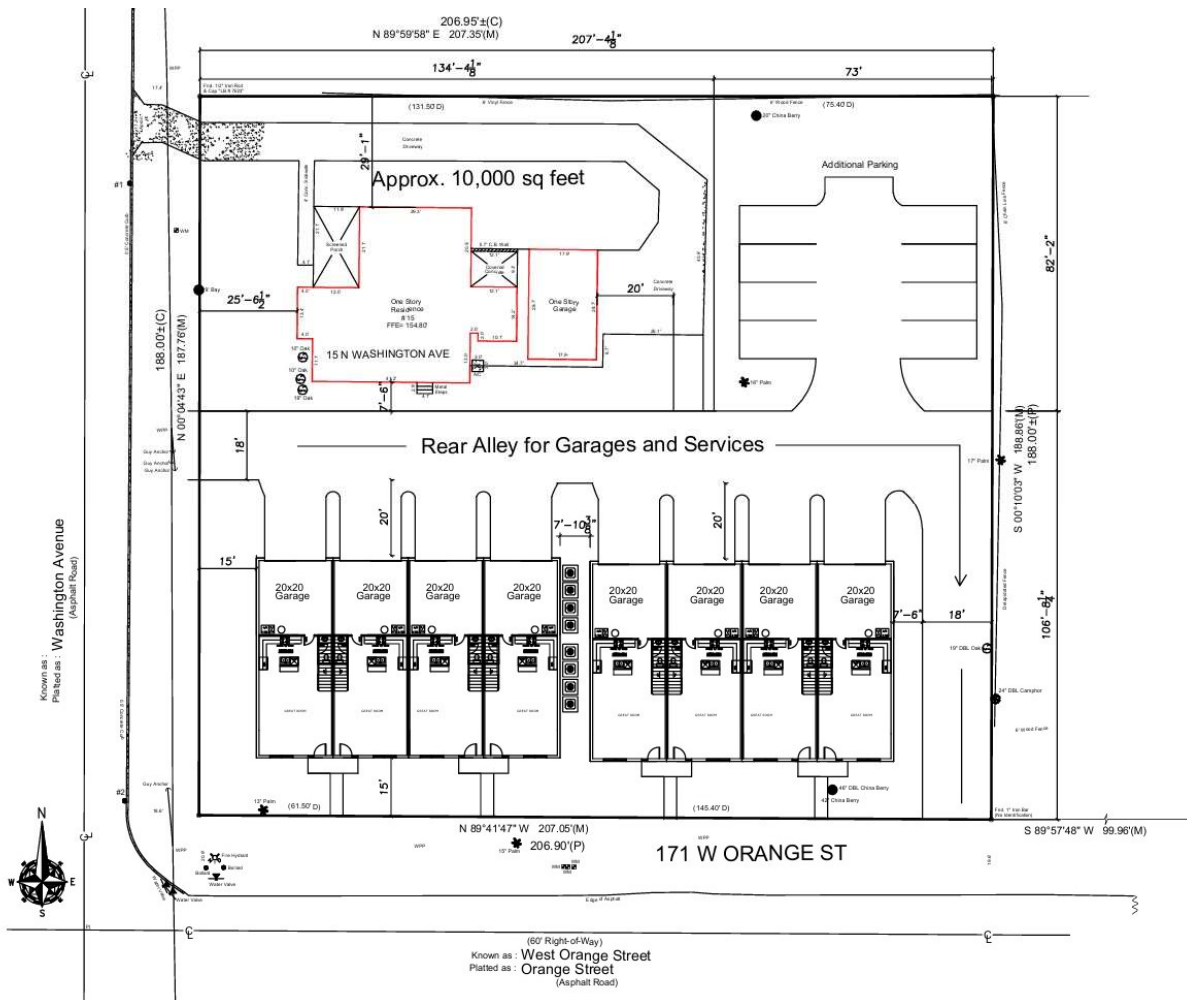
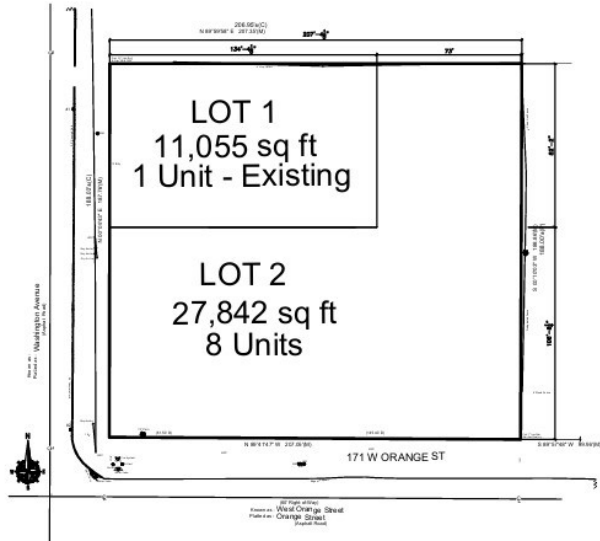
This project is concurrent with the comprehensive plan because current zoning supports the change in future land use from “Residential low” to “Mixed use” as this area is close to the city center and is line with current projected growth areas.

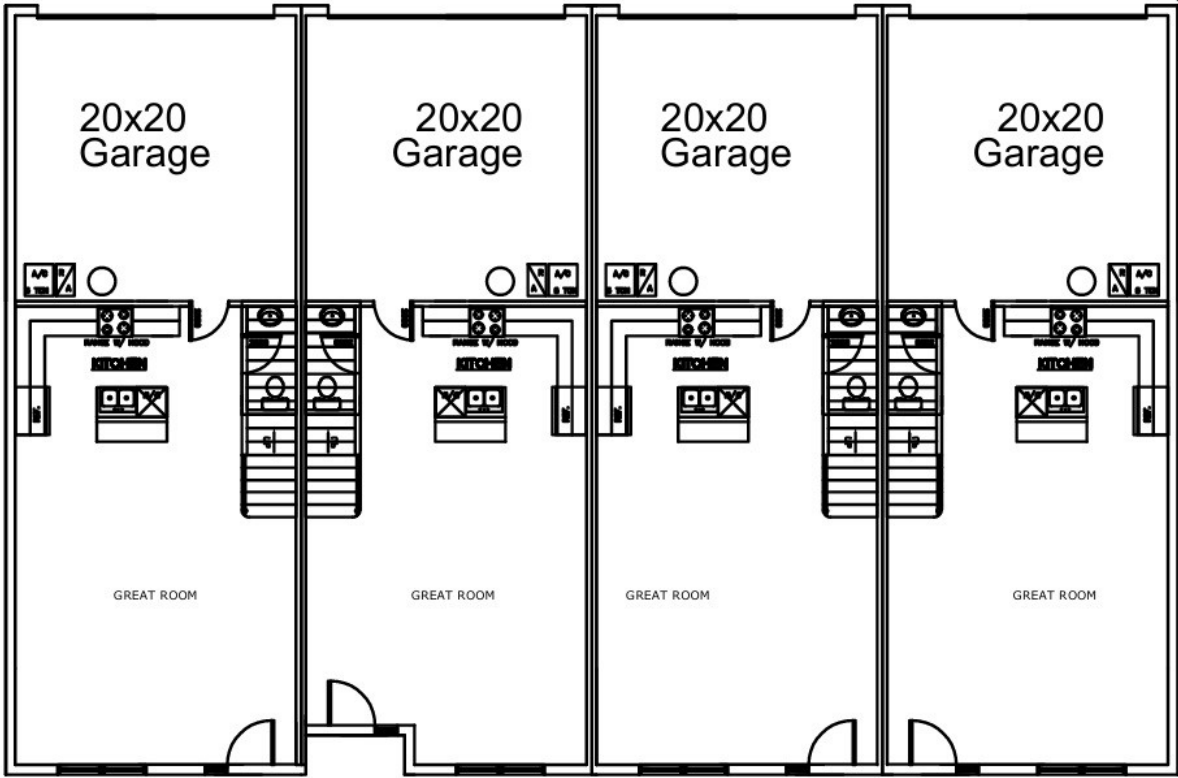
This change in future land use increases the units per acre from 5 to 15 units per acre. Increasing density in City Centers is vital to creating walkable communities near business centers, establishing higher density in business districts to promote commerce and revitalize the city centers with new developments based on the traditional character of the area.

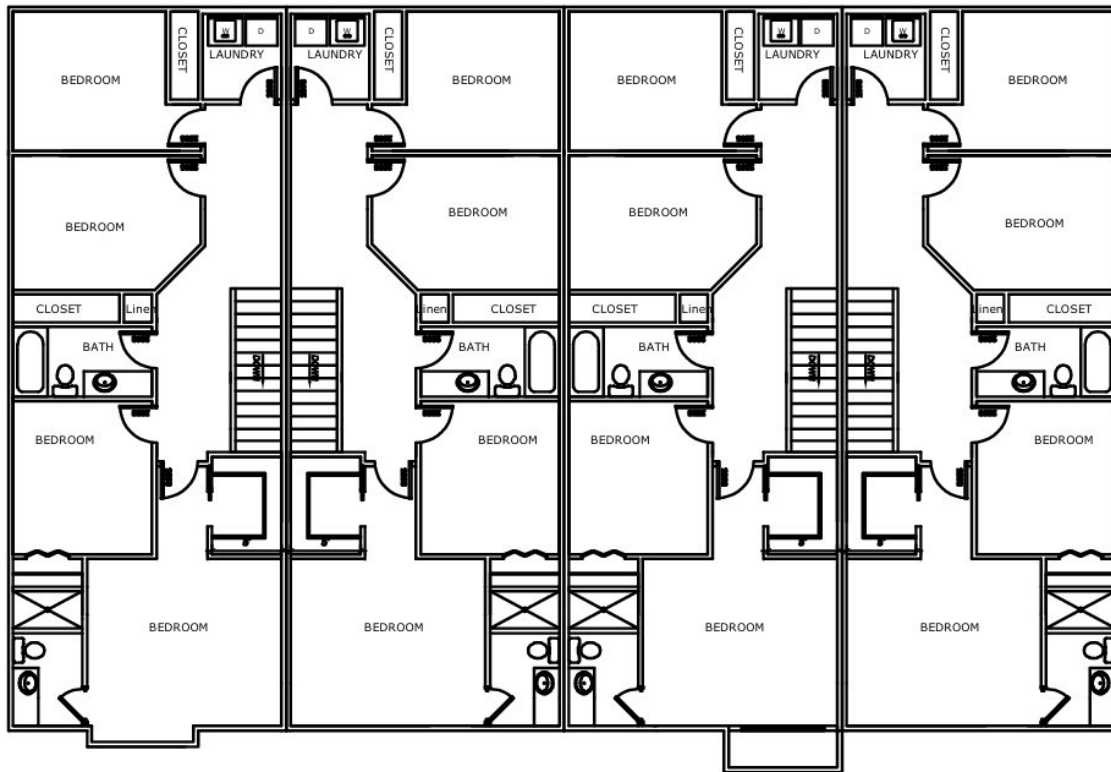
Existing



Proposed







If you have any questions feel free to email me at alynnecor@yahoo.com

Thank you

Alynn Cordray

Planner/Designer

Meeting Summary

There were three residents that attending the meeting. Anthony Connelly, Lynne Andersen and Flo Nelson.

Anthony Connelly is the neighbor to the rear/north of W Orange street. His main concern was drainage to his property. I assured him that part of the drainage plan would divert water

from our lot to the street with standard engineering principles. He also had some concerns about noise, lighting and traffic.

I told them that drainage of the area was not part of our meeting and only the site drainage would be addressed of this property, however I would include the larger community issue in my summary.

Lynne Andersen was very concerned about the development as a whole. I understand her aversion to larger issues but tried to keep the meeting steered to this piece of land that was going to developed as it was the owners right to build on it. Whether there are 4 units or 8 units was the difference.

She was very concerned about traffic and I mentioned the one way in and one way with the rear garage would be better than cars backing out into a busy street.

A side walk was not on the preliminary plan but I assured them that one would most likely be required. She would like it if the city made the intersection more friendly to pedestrians as she has had near accidents at the intersection in front of the Elks lodge.

I explained that the zoning for the development supported the townhomes and that only the future land use needed to be changed. I encouraged them to look into the benefits of gentrification as the outcome of new development would increase the surrounding area and make future development in the area more attractive for investors.

Understanding not everyone is in favor of change and some older residents might not be around for the increased property values I tried to address their concerns as much I could and encouraged them to contact the City with issues larger than this development.